

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**MONROE COUNTY**

**COMMUNITY SCHOOL CORPORATION**

**and**

**MONROE COUNTY**

**EDUCATION ASSOCIATION**

Effective August 15, 2006, through August 14, 2009

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## **INTRODUCTION**

This contract is made and entered into this 21<sup>st</sup> day of August, 2007, by and between the Board of School Trustees of the Monroe County Community School Corporation, hereafter called the Board, and the Monroe County Education Association, hereafter called the Association. This agreement supersedes all prior collective bargaining agreements.

### **ARTICLE 1.01. - Recognition**

The Board recognizes the Association as the exclusive representative for all full and part-time certificated personnel performing instructional functions, excluding supervisors. Supervisors shall include but not be limited to superintendents, assistant superintendents, business managers, directors with school corporation-wide responsibilities, directors of individual schools, principals, assistant principals, \*department heads, athletic directors, assistant athletic directors, the Coordinator of School Social Services, and the Coordinator of Special Education.

The bargaining unit does not include any school employee who is a "non-certificated employee" as that term is defined in I.C. 20-7.5-1-2(g), "confidential employee" as that term is defined in I.C. 20-7.5-1-2(I), "supervisor" as that term is defined in I.C. 20-7.5-1-2(h) or "employees performing security work" as that term is defined in I.C. 20-7.5-1-2(j).

\*Effective with the start of the 2000-2001 school year, department heads were included in the bargaining unit.

### **ARTICLE 1.02. - Law**

Nothing contained herein shall be interpreted as abrogating the rights, responsibilities and authority of the Board under any applicable law or regulation, governing but not promulgated by the Board.

### **ARTICLE 1.03. - Definitions**

As used in this agreement:

1. The term "Board" means the Board of School Trustees of the Monroe County Community School Corporation.
2. The term "Association" means the Monroe County Education Association.
3. The term "certificated personnel" means all employees of the Board who are required to be certificated by the State of Indiana to perform their job function and who perform non-supervisory instructional functions on a full time or part-time basis, on regular or temporary contracts, and with assignments inside or outside the corporation boundaries.
4. The term "teacher" means all certificated employees within the bargaining unit defined by Article 1.01.
5. The term "student day" means the time during which classes within the building are in session during the regular school hours.
6. The term "dismissal" means cancellation or non-renewal of contract on such actions which are not part of Policy 3130 implementation.
7. All references to "days" mean "school days" unless specified otherwise.
8. The terms "he or she" shall be interpreted interchangeably with no distinction made for gender.

## **ARTICLE 2.01. - Teacher and Association Rights**

The Board agrees that teachers shall have the right to organize for the purpose of engaging in bargaining for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by this Contract, laws of Indiana, or the Constitutions of Indiana and the United States; that it shall not discriminate against any teacher by reason of his employee membership, his participation in employee organization activities or collective bargaining with the Board or his institution of any grievance, complaint or proceeding under this Contract. All rights and privileges of the exclusive representative granted by law or this agreement shall be granted to the Association as the exclusive representative and not to any other teacher organization as defined in I.C. 20-7.5-5-1-2(1). A teacher's and/or the Association's election to pursue a claimed violation of this paragraph as a grievance past Level II shall constitute a binding election of remedy which shall bar the teacher or Association from pursuing the same matter before the Indiana Education Employment Relations Board.

## **ARTICLE 2.02. - Use Of School Buildings**

The Association and its representatives shall have the right to use school buildings for Association business so long as it does not interfere with the operation of the schools.

## **ARTICLE 2.03. - Use Of Bulletin Boards**

The Association shall have the right to the use of a portion of a bulletin board in the faculty lounge or other areas frequented by teachers, this portion to be mutually agreed upon between the Association and the Administration. In addition, the Association shall have the right to use school mailboxes and any equipment and communication devices such as but not limited to computers, fax machines, Internet provided any and all cost associated with such usage is paid for by the Association and the use is not disruptive or interferes with the operation of the schools.

## **ARTICLE 2.04. - Home Office For IRS**

The Board recognizes that it would be inconvenient, expensive, and impractical to make offices, facilities, and equipment available to teachers for their use after school hours, and that the nature and responsibility of teaching assignments require a certain portion of preparatory work to be performed at home.

## **ARTICLE 2.05. - Communications**

### **Section 1 - Mail**

The Board agrees to provide a mail drop for the Association. The mail drop shall be located at the UniServ Office, Bloomington, Indiana. The mail drop shall occur on the same basis as service provided to Binford Elementary School.

### **Section 2 - Exchanges**

One copy each of the ISTA Advocate, the UniServ News Briefs, and the MCEA newsletter will be sent to the MCCSC Superintendent via school mail on the date of publication or receipt by MCEA. In exchange, MCEA will receive one copy of the Board report on the day of the Board meeting, and one copy of the Board minutes when prepared for distribution. Both documents will be transmitted via school mail.

## **ARTICLE 2.06. - Right To Visit Schools**

After reporting to the principal's office, the Association President or designee may visit school buildings to carry on Association business so long as regular school activities are not disrupted.

## **ARTICLE 2.07. - Association Released Time**

### **Section 1 - Association**

The Monroe County Community School Corporation and the Monroe County Education Association agree that because of the collaborative atmosphere between the Board and the Association, the MCEA President will be provided full-time release during the school day to conduct association and corporation business. This shall be reviewed on an annual basis and should either party deem this to be unsuccessful, the practice shall revert to a half-day release each day, either mornings or afternoons, without loss of compensation. The President would then receive one-half of the preparation time required by this contract for each school year.

### **Section 2 - Allocation**

- (a) All released time shall be in increments of at least one-half (½) day.
- (b) A reasonable effort shall be made to file the request at least one (1) teaching day in advance.
- (c) Released time shall be made available for the Association President or a designee of the President.
- (d) The MCEA President may use scheduled building preparation time for labor relations purposes.

### **Section 3 - President**

The Monroe County Community School Corporation and the Monroe County Education Association agree that because of the collaborative atmosphere between the Board and the Association, the MCEA President will be provided full-time release during the school day to conduct Association and school corporation business. This shall be reviewed on an annual basis and should either party deem this to be unsuccessful, the practice shall revert to a half-day release each day, either mornings or afternoons, without loss of compensation. The President would then receive one-half of the preparation time required by this contract for each school year.

### **Section 4 - Association Leave**

One teacher per school year may be granted a leave of absence for Association work or to fulfill the obligation of an elected Association office. Such leave shall be without pay and for a period of one (1) year. A teacher anticipating such leave shall make their initial request in writing to the Director of Personnel on or before March 15 of the school year preceding the school year during which the leave will be taken. The teacher will confirm that request in writing on or before May 1.

Upon expiration of the Association leave, the teacher will be restored to his or her former position in accordance with the provisions of Policy 3130, if appropriate notice is given. The teacher shall notify the School Corporation in writing of his or her intent to return on or before March 15 of the school year prior to such teacher's anticipated return to the service of the School Corporation.

## **ARTICLE 2.08. - Dues Deduction**

Teachers may submit to the School Corporation, either individually or through the Association, dues deduction authorization forms authorizing the School Corporation to deduct regular unified dues of the Association from their salary. The School Corporation agrees that these deductions shall be made on a continual basis until withdrawn in writing and the amount so deducted remitted to the Association according to the following conditions:

- (a) For teachers having authorization forms on file two (2) weeks or more prior to the second payday in October, such deductions shall be made in twenty-three (23) equal parts beginning the second payday in October.
- (b) For teachers who submit this authorization form later than two (2) weeks prior to the first payday in September,

deductions shall be made for the remainder of the year under the following conditions:

- (1) The deductions shall prorate the dues of the Association over the remaining number of pay periods in the school year; and
- (2) The teacher's salary for the payday or paydays in question must exceed the amount of any dues to be deducted.

- (c) Amounts collected shall be remitted to the Association twice per month.
- (d) Withdrawal of dues deduction authorization shall be in writing and must be received in the Business Office prior to September 1.
- (e) Dues authorizations on file with the Business Office on the effective date of this Contract shall continue until withdrawn under paragraph (d).
- (f) MCEA shall certify the amount of the unified dues by August 25th.

#### **ARTICLE 2.09. - Teacher Exchange**

A teacher shall be granted the opportunity to exchange positions with another teacher in another building in the School Corporation under the following conditions:

- (a) Both parties are certified for the position they wish to exchange.
- (b) Both parties mutually agree to the exchange.
- (c) The exchange is to be for no less than one (1) semester and no more than one (1) year, as agreed on by the parties.
- (d) At the close of the agreed upon exchange period, the teachers shall return to their original schools unless there is mutual agreement of the sending principal, the receiving principal, and both teachers.
- (e) The principals of both buildings agree to the exchange.
- (f) The Personnel Office agrees to the exchange. That decision shall be made solely upon the basis of Board policies.
- (g) Teachers on exchange accumulate seniority in their original buildings. If, through mutual agreement, the teachers remain in the second building, the transfers become voluntary transfers.
- (h) Teachers may indicate interest in Teacher Exchange through the annual survey (Policy 3130, paragraph 1) conducted by the Personnel Office. The Personnel Office shall distribute a list of possible exchange positions to all who express interest.

#### **ARTICLE 2.10. - School Day**

##### **Section 1 - Length**

Each member of the instructional staff shall be on duty before and after regular school hours long enough to meet his individual professional responsibilities.

## **Section 2 - Duty-Free Lunch**

Teacher schedules shall be arranged in such a manner as to provide at least thirty (30) minutes of time between the hours of 10:00 a.m. and 2:00 p.m. during which the teacher shall have no assignment or duty of any kind.

## **Section 3 - Preparation Time**

Each teacher shall be scheduled a period of time during each student day for preparation and planning exclusive of the thirty (30) minute lunch period.

- (a) Elementary teachers shall have an average of forty (40) minutes per student day in length over the period of one week. At least four (4) planning periods per week shall be for at least twenty (20) minutes.
- (b) For all other teachers, this period shall be one (1) class period per student day in the respective building.
- (c) No duties of any kind, including the expressed or implied responsibility for or supervision of any students, shall be assigned or expected during these periods. Notwithstanding the foregoing, a teacher may volunteer to have access to and use of student aides during their preparation period provided that such teacher also assumes full responsibility for the supervision of such aides during the teacher's preparation period.
- (d) Paid preparation building time for part-time teachers shall be prorated according to their percentage of contract.

## **Section 4 - Extended School Day**

For the Extended School Day high school program, classes for credit or non-credit may be taught before the school day if:

- (a) The total consecutive hours, including faculty or other building or meetings or extracurricular assignments, of the teacher's school day does not exceed that provided other teachers;
- (b) Provided that no teacher is assigned more than five (5) of six (6) consecutive teaching periods; and
- (c) Acceptance of the assignment is voluntary.

## **ARTICLE 2.11. - Hiring of Substitutes**

The School Corporation agrees to make reasonable efforts to obtain a substitute in the event of the absence of elementary or secondary school teachers. To the extent practicable, such substitutes will hold valid substitute or regular teaching licenses and will be placed within their appropriate areas of certification. The School Corporation will conduct periodic training sessions for substitute teachers in order to familiarize such teachers with the School Corporation.

## **ARTICLE 2.12. - Due Process**

### **Section 1 - Notice**

When the dismissal of any teacher is considered under statutory cancellation procedures of the tenure law (I.C. 20-6.1-4 et seq.), the teacher will be notified in writing prior to April 1 of the current school year, except as otherwise provided by I.C. 20-6.1-4-10(a)(1) and (2), I.C. 20-6.1-4-10.5(a)(1) and (2) or similar grounds not requiring more timely notice. Permanent and semi-permanent teachers shall be entitled to all the statutory process provided by the tenure law as augmented by the following provisions of this article. Nonpermanent teachers shall be governed solely by the statutory provisions of I.C. 20-6.1-5-14.

## **Section 2 - Hearing Rights**

### (a) Hearing Request

Upon receipt of this notification, the teacher shall have fifteen (15) calendar days to file his written request for a hearing before the Board.

### (b) Grounds and Corporation Witnesses

To enable the teacher to prepare a defense, the School Corporation will supply the teacher with the reasons in writing for its contemplated action at least seven (7) days prior to the hearing, together with the names of all witnesses adverse to the teacher whom the School Corporation will present at the hearing except for rebuttal witnesses, if any.

### (c) Documentation

A teacher will, in the event of a hearing, be provided upon request, with any documentary evidence to be utilized by the School Corporation against the teacher at the hearing, in advance of the hearing.

### (d) Discovery

The parties shall have parallel discovery rights.

### (e) Hearing

At this hearing, the teacher will have the following rights:

- (1) To have a representative of his choosing to advise and/or represent him before the Board.
- (2) To present relevant evidence in the teacher's defense.
- (3) To examine and cross-examine witnesses who give testimony and hearing.

### (f) Transcript

Either party may make a transcript of the hearing. The party making the transcript will bear the initial expense of the transcript but will, upon request of the other party and at the expense of the other party, furnish the other party a true, accurate and complete copy of the transcript.

### (g) Board Decision

Determination of fact made by the Board will be based solely upon the evidence presented at the hearing described above. The decision of the Board shall be communicated to the teacher and his or her representative in writing.

## **Section 3 - Personnel File**

Teachers shall be notified whenever any statement which is critical of them is made a part of the teacher's official personnel office file or building level file. No letter or report critical of the teacher's professional performance shall be placed in the teacher's file without due notice thereof to the teacher. The teacher shall initial each and every such report in order to signify that the teacher has been given due notice thereof. If the teacher so desires, he shall be given the opportunity to make a written statement of defense to be attached to the critical statement. Documents shall not be used in a due process hearing unless the teacher has been notified and given a chance to attach a rebuttal. Hearsay evidence shall not be used in due process hearings. A teacher may examine his official Personnel file or building level file at any time. Teachers have the right to duplicate any information in either file. However, the teacher shall not have the right to see or have duplicated any confidential pre-employment information which may be contained in the file. No letter or

report critical of the teacher, which is contained in the teacher's files, may be relied upon by the administration to recommend discipline or termination of employment unless other letters or reports of a critical nature have been placed in the teacher's file(s) within the preceding five (5) school years.

#### **Section 4 - Professional Supervision**

A reprimand, warning, or disciplining of a teacher is defined as an action which is taken by the supervisor with the intent to correct unsatisfactory performance of the teacher's assigned duties and responsibilities. A request by the supervisor for service normally expected, and which may have been overlooked by the teacher, shall not be interpreted by the teacher as a reprimand, warning or disciplining. Any reprimand, warning, or disciplining shall be issued in a professional manner, in writing and in private, indicating the manner in which the teacher's performance is unsatisfactory. Hearsay is not evidence for purposes of reprimand, warning, or disciplining a teacher.

#### **ARTICLE 2.13. - Additional Teacher Rights--Third Party Meetings**

##### **Section 1 - Third Party Meetings**

No teacher shall be subject to an appearance before a group of parents organized to discuss disputed matters relating to that teacher unless that meeting is chaired by a Corporation administrator. The teachers shall be informed in writing of the reasons for the meeting and the names of the person or persons who have requested such a meeting.

##### **Section 2 - Procedures**

- (a) The teacher shall have the right to a representative of his choosing for advice and representation.
- (b) No transcripts or tape recordings will be permitted.
- (c) Any such meeting shall be adjourned if parental complaints which should be handled via the corporation Personnel Complaints procedure arise against the teachers.
- (d) All formal parental complaints shall comply with the procedures of Policy 9130. Teachers will be informed of formal complaints under this policy via MCCSC Form ADM/Gen-4. A copy will be provided the teacher within three (3) school days after initial filing. (Reference to Policy 9130, Section 1, Paragraphs B and C.)

#### **ARTICLE 2.14. - Class Size**

##### **Section 1 - Staffing Needs Study**

- (a) Staffing needs for each school shall be studied by the principal and a committee of no less than three (3) classroom teachers from each school. The teachers shall be selected by the faculty of each building. Each school committee shall submit a report of staff needs to the Superintendent no later than February 1st of each year. The Superintendent will submit, verbatim, the building class size reports to the Board no later than February 28. Respective building class size committee faculty spokespersons may present their reports in open Board meeting. The Board, through the Superintendent, shall report to all building committees the actions taken by the Board pursuant to these compiled reports.
- (b) In determining class size, the following guidelines will be considered:
  - (1) Teachers with no previous teaching experience shall be assigned the lowest class size at their teaching levels provided that these do not represent problem behavior or other unique situations.
  - (2) Reasonable efforts shall be made to eliminate split classes (more than one grade level on any one elementary class). The School Corporation and the Association recognize, however, that it is not always possible to eliminate split classes. Consequently, the School Corporation and the Association agree to meet and discuss guidelines to be followed with respect to split classes in addition to the guidelines set forth herein.

- (3) Reasonable efforts shall be made to see that no teacher in either middle or high school shall have more than three (3) preparations a day.
- (4) Reasonable efforts shall be made so that department chairmen will not be given class sizes that adversely affect class size ratios in their departments.

(c) Class size review shall be heard exclusively under this article. A teacher shall initiate a class size review with the building principal. The principal shall seek to resolve or clarify the problems by joint problem solving with the faculty. Review of building class size decisions may be heard on successive appeal to the Class Size Appeal Board, the Superintendent and Level III of the grievance procedure.

## **Section 2 - Class Size Review**

- (a) The Appeal Board shall consist of one (1) administrator appointed by the Superintendent and three (3) teachers appointed by the Association President, one (1) representative from each level of instruction. The Appeal Board shall make decisions by consensus and shall select its chairperson from within its ranks.
- (b) Within ten (10) school days after the beginning of each semester, a teacher may bring unresolved class size concerns to the Appeal Board by means of a form provided by the administration. The Appeal Board shall consolidate all unresolved reviews, shall hear the reviews at a single hearing on the eleventh school day and issue a judgment by the thirteenth school day. If the Appeal Board is not able to reach agreement, the review shall automatically proceed to the Superintendent who shall hold a hearing on the fourteenth school day and issue his decision on the fifteenth school day. Remedial options include, but are not limited to, schedule changes, assignment of staff, split classes, team teaching, multi-graded assignments, and teacher aides.
- (c) Any affected teacher who disputes the reasonableness of the decision of the Superintendent may take the issue to Level III of the grievance procedure for a hearing before the Board.
- (d) At each level of the grievance procedure, the teacher and the Association shall first affirmatively show that other means than additional staff will not be or have not been successful in relieving the class size problems.
- (e) Sixty-two thousand, five hundred dollars (\$62,500) shall be available to the Appeal Board and the Superintendent for use in resolving class size problems for the 2007-2008 school year. Seventy-five thousand dollars (\$75,000) shall be available to the Appeal Board and the Superintendent for use in resolving class size problems for the 2008-2009 school year and each school year thereafter.
- (f) At each level of the appeal, all evidence and circumstances of the case presented during the hearing shall be considered and the decision shall be based on that evidence in addition to the established pupil-teacher ratio policy. The following considerations shall be used at each level in determining whether to make staff assignments at variance with the Board policy on pupil-teacher ratios:
  - (1) Classes having students who have been case conferenced as needing special education class placement but ultimately not receiving parental approval for placement.
  - (2) Classes having an excessive number of Title I students.
  - (3) Classes having students reading at a wide range of levels.
  - (4) Classes having limited numbers of laboratory stations or having instructional areas limited by safety factors.
  - (5) Schools having split classes.
  - (6) Schools having extenuating circumstances.

## **ARTICLE 2.15. - Length of School Year**

## **Section 1 - 2006-2007 and Succeeding School Years**

The 2006-2007 school year and each school year thereafter shall consist of one hundred eighty (180) pupil attendance days and five (5) days when teachers are on duty but students are not in attendance. The calendar year shall consist of 185 days. Teachers who make presentations in authorized PIVOT programs will receive two (2) hours of PIVOT credit for each one (1) hour of presentation.

## **Section 2 – Extended Contracts**

The length of the school year for teachers in the following positions shall consist of the number of work days set forth below.

Media Specialist – Elementary	188 days
Transition Coordinator – Special Education	188 days
Media Specialist – MS and HS	190 days
Department Chair – HS (2006-2007 and 2007-2008 only)	190 days
Content Coordinator	190 days
Special Education Support Services	191 days
Assistant Band Director – BHSN & BHSS	192 days
Counselor – HS	195 days
System Wide Technology Coordinator	195 days
Band Director – BHSN & BHSS	197 days

## **ARTICLE 2.16 – Traveling Teachers**

### **Section 1 – Definition**

A traveling teacher shall be defined as a teacher who travels between buildings during the course of a regular school day or a teacher assigned to more than one school during the course of a regular school week.

### **Section 2 – Home School**

The home school for a traveling teacher shall be the school where the teacher is assigned the largest piece of FTE (full-time equivalency). Should the assignment between buildings be of equal FTE, the home school shall be determined by the Director of Human Resources, and the teacher shall be notified of the home school at the time that the assignment is made. However, should the assignment between buildings be of equal FTE and one of those buildings was designated as the teacher's home school from the previous year, the designation shall remain for the current year.

### **Section 3 – Building Seniority**

A traveling teacher who becomes full-time in one of the buildings to which he was assigned in the prior year shall carry his accrued building seniority to his full-time building.

### **Section 4 – Evaluation**

A traveling teacher shall be exempt from the automatic implementation of the Complete Evaluation Process as defined in Policy 3220, Guidelines, II (B)(2)(a)(1). In addition, evaluations for a traveling teacher shall be completed by the immediate supervisor at the teacher's home school (as defined in Section 2 of this Article) with input from the evaluator(s) at the teacher's other building(s).

## **Section 5 – Duties**

A traveling teacher shall be assigned only on an equitable basis, those duties regarded as necessary to the operation of the school day [See: Article 6.06, Section 5 (f)] at his home school. Those duties can be assigned only during the part of the day (or day of the week) that the teacher is actually assigned to that particular building.

## **Section 6- Preparation Time**

A teacher who travels between buildings during the same school day shall have his preparation time calculated on a pro-rated basis, according to the preparation times at each of the buildings involved. For example, a teacher who is assigned 2/3 at a sixty (60) minute prep building and 1/3 at a forty-five (45) minute prep building would be entitled to a fifty-five (55) minute daily prep ((2/3 x 60) + (1/3 x 45)).

## **Section 7 – Travel Time**

Travel time for a teacher required to travel between schools shall be considered part of the normal work-day. That time shall be calculated as classroom-to-classroom time. Travel time shall be exclusive of preparation time and duty-free lunch-time.

## **Section 8 – Additional Compensation**

A teacher whose schedule would make it impossible to provide preparation time as guaranteed in Section 6 of this Article shall be compensated for his lost preparation time at his hourly rate. A teacher may not be assigned a schedule that deprives him of more than fifteen (15) minutes of preparation time on any given day without the prior approval of the teacher and the Association.

## **Section 9 – Mileage**

A traveling teacher who is required to travel between buildings during the course of a given school day shall have his mileage between buildings reimbursed by the Board at the current IRS rate, once a mileage claim has been submitted.

## **ARTICLE 2.17 - Adult Education**

### **Section 1 - Coverage**

Notwithstanding any other provision of this contract to the contrary, certificated personnel teaching full time, as defined by section 4 of this article, in adult education day and night program for credit and non-credit shall be governed solely by this article (hereinafter referred to as "adult education teachers").

### **Section 2 - Contract Application**

Adult education teachers shall be employed on regular individual teacher contracts and shall be governed by all the provisions of this contract except the following:

Article 2.10 School Day:Section 1 - Length  
Section 3 - Preparation Time

Article 2.15 Length of the School Year

### **Section 3 - Conditions**

Hours accounting during the regular school calendar for adult education teachers shall be at a rate of 1.2 hours for each

hour of instruction. The increased rate of .2 shall be in allocation for time to be spent for travel, preparation and in-service training. Hours outside the regular school calendar shall be compensated by supplemental contract on the formula provided by I.C. 20-6.1-4-8. Adult education teachers shall be entitled to full fringe benefits pursuant to Article 6.03.

#### **Section 4 - School Year**

The 1989-1990 adult education school year and each adult education school year thereafter shall be the equivalent of 185 days determined on an hourly basis (I.C. 20-6.1-4-8; 1110 hours) within the term of the regular school calendar.

#### **ARTICLE 2.18. – Instruction of Special Education and Section 504 Special Needs Students**

##### **Section 1 - Procedures**

The Board of School Trustees and the Monroe County Education Association recognize and agree that Title 511 Indiana State Board of Education Article 7 and Section 504 of the Rehabilitation Act of 1973 are applicable to the Monroe County Community School Corporation and it is in the best interest of the Board of School Trustees, the Monroe County Education Association, the students and the community that a cooperative effort be made in meeting the guidelines of Article 7 and Section 504 of the Rehabilitation Act of 1973. It is therefore agreed:

- (a) The MCCSC will abide by the above stated legal requirements.
- (b) The Board of School Trustees will provide each member of the bargaining unit with a copy of Title 511 Indiana State Board of Education Article 7 and its amendments by September 1, 2004. Each bargaining unit member employed after September 1, 2004 will, at the time of employment, be provided notice that Article 7 is available at [http://doe.state.in.us/exceptional/speced/pub\\_article7\\_2002.html](http://doe.state.in.us/exceptional/speced/pub_article7_2002.html). In the event Title 511 Indiana State Board of Education Article 7 is amended after September 1, 2004, the Board will provide all bargaining unit members with notification that changes are available at the above web address.
- (c) A copy of a student's MCCSC – developed Individual Education Program (IEP) will be provided to the teacher of record by the administration, within the first five (5) days of placement of the student in the classroom. The teacher of record will provide the appropriate level of information to others in order to provide services to those teachers that have a role in carrying out the IEP. The administration/teacher(s) will, as soon as practicable, follow the same process for IEPs of new students which have been developed by school corporations other than the MCCSC. The copies of the IEP provided to the teacher (s) will be labeled confidential. The teacher will maintain the confidentiality of the IEP as required by law and policy.
- (d) Teachers who are implementing a student's IEP will be notified of case conferences for that student. At least one of the student's general education teachers will be invited to attend the student's case conference as the general education representative. If other teachers who are implementing the IEP desire to attend the conference, they should notify the case conference chairperson. The administration will not arbitrarily schedule case conferences outside of the teacher's workday.
- (e) Any teacher who has a student with an IEP may request in writing that the case conference be reconvened to review the student's IEP. If possible, the conference will be reconvened within twenty (20) school days after the written request is received.
- (f) Appropriate training and appropriate personnel shall be provided for those teachers expected to lift or carry students as part of their normal duties.

##### **Section 2 – Release Time**

Teachers of Record will be released each school year to prepare for Individual Education Programs according to the schedule below:

<u>Number of Students</u>	<u>Days of Released Time</u>
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3 – 9	1
10 – 19	2
20 – 29	3
30 – 39	4
Speech Pathologists	2

### **Section 3 – Discussion Group**

Any teacher with a concern about special education policies or practices which cannot be addressed at the building level may take that concern to the Special Education/Special Needs Discussion Group. This discussion group shall be co-chaired by the President of the MCEA and the Director of Human Resources for the MCCSC. This group shall discuss policies and practices and not individualized student concerns.

### **ARTICLE 2.19. - Summer School Teaching Assignments**

#### **Section 1**

- (a) Summer school teaching positions shall be filled first by current employees of the School Corporation.
- (b) Employees shall be selected for assignment based on certification and seniority except as provided for in Section 2.
- (c) Employees must make application for summer school teaching assignments in order to be considered for employment.
- (d) Except as provided in Section 2, all summer school positions are subject to the following regulation: A rotation list will be established which places the most senior, certificated applicants, with the least recent summer school experience in priority order.
- (e) For purposes of this article, teacher and/or administrator seniority will be based upon length of service to the school corporation.
- (f) Refusal to accept an exempted position does not result in the elimination of a rotation position in areas of certification.

#### **Section 2**

- (a) A limited number of summer school positions, identified through discussion group prior to the posting of summer school positions, may be posted with one of the following additional criterion to be used in making teaching assignments:
  - (1) Teachers shall have had recent teaching experience in the subject or programs identified by discussion group (recent experience is a regular school year assignment within the past six years).
  - (2) Teachers may be required to have completed in-service training or to have attended specific workshops which shall have been open to all teachers certified to teach in the specific programs.
  - (3) All courses which do not require specific certification shall be included in this additional criteria category.

### **ARTICLE 2.20. - Peer Assistance Program**

#### **Section 1 - Structure**

- (a) The Association will create and administer a program of peer assistance to be available to all teachers except those

participating in the intern teacher programs. The focus of the program will be the partnership of colleagues and sharing of expertise between the teacher and the senior mentor.

- (b) Use of the program shall be voluntary.
- (c) All activities of the teacher and the senior mentor shall be confidential. Participation or failure to participate in the program shall not be a factor in the teacher's evaluation or other statutory decisions.

## **Section 2 - Operations**

- (a) The program shall be administered by the Association.
- (b) The administration will cooperate in the coordination of program activities.

### **ARTICLE 2.21. - Parent-Teacher Conference**

The need for parent-teacher conferences is a recognized educational practice, particularly at the elementary level.

Teachers at the elementary level shall have arranged for and hold a conference with the parent/guardian of each student before Thanksgiving. In the event such conference cannot or has not been held, the teacher will report to the building principal the efforts made to arrange for a conference and the reason the conference was not or could not be held.

On the first Thursday and Friday following the first grading period, elementary school students will be in attendance from 9:00 AM to 11:30 AM. These abbreviated days are provided to assist the teacher in scheduling conferences. No more than nine (9) conferences may be required on either of these days.

### **ARTICLE 2.22. - Site-Based Shared Decision Making**

The Association and the Board recognize that site-based shared decision making is an educational concept which may enhance the educational programs of the School Corporation. It is also understood that practices or working conditions which result from the site-based shared decision making process at a particular school will not constitute a binding past practice concerning the meaning or interpretation of this Collective Bargaining Agreement.

### **ARTICLE 2.23. - Department Heads**

Effective with the beginning of the 2000-2001 school year, and concluding with the 2007-2008 school year, the building principal(s) may elect to designate a department head(s). The teacher selected may accept the designation on a voluntary basis. The teacher accepting the department head assignment will be provided one (1) additional preparation period each student day in addition to an additional stipend as follows:

- (a) A department head will work five (5) additional days and be paid at their daily rate for each of the five (5) days worked. The building principal shall determine when the five (5) additional days are worked so long as the days are week days immediately before or immediately after the regularly scheduled work days for all teachers.
- (b) Annual stipend of five hundred dollars (\$500) when the department consists of five (5) or fewer teachers. Annual stipend of one thousand dollars (\$1,000) when the department consists of six (6) or more teachers.

Effective with the 2008-2009 school year, the building principal(s) may elect to designate a department head(s). The teacher selected may accept the designation on a voluntary basis.

- (a) Department heads of English, Math, Science, Social Studies, Special Education and Fine Arts shall receive an annual stipend of four thousand, three hundred fifty dollars (\$4,350).
- (b) Department heads of Practical Arts, Counseling, Physical Education and World Languages shall receive an annual stipend of three thousand, two hundred sixty-three dollars (\$3,263).

## **ARTICLE 2.24. – Content/Program Specialist**

A teacher selected to serve as a Content or Program Specialist shall receive an annual stipend of four thousand, three hundred fifty dollars (\$4,350).

## **ARTICLE 3.00. - Grievance Procedure**

### **Section 1 - Scope**

- (a) A grievance is defined as a concern by a certificated staff member that he has received unfair treatment or that there is a claim of inequity caused by misinterpretation, inequitable application, or a violation of a School policy, negotiations agreement, a teacher's contract, a State law, or an employment condition.
- (b) The primary functions of the grievance procedure are:
  - (1) To provide an orderly procedure for a certificated staff member(s) to present a grievance to appropriate administrative staff members.
  - (2) To secure an equitable solution of a grievance at the lowest procedural level whenever possible.
  - (3) To assure the staff member(s) that there are open channels for redressing a grievance without fear of intimidation, coercion, discrimination, or any form of reprisal.
- (c) These provisions do not in any way affect the rights of the Association to consider questions of ethical behavior among teachers.
- (d) Although formalistic in structure, the parties view the grievance procedure as an additional problem solving tool. At each level, the intent of the parties is to focus on educational concerns by identifying the parameters of the concerns including causes, recognized results and restraints upon potential solutions. In seeking resolutions, the parties will generate a variety of options that are based upon equitable standards through the exchange of information and perceptions. Through the Professional Relations Group, the parties will provide joint grievances administration training including problem solving techniques.

### **Section 2 – Regulations**

- (a) Nothing in this procedure shall be interpreted as a denial of the rights of any individuals to contact any administrative office within the school system in an attempt to resolve a problem or grievance. If a member(s) of the professional staff has a concern which he desires to discuss with a principal, supervisor, or the Superintendent, he is free to do so without recourse to grievance procedure.
- (b) After a grievance has been formally filed, it shall not be resolved without prior notification to the Association by the grievant and without an opportunity for an Association representative to be present, nor shall any resolution be inconsistent with the terms of this policy.
- (c) If, after formal filing of a grievance, the teacher chooses not to be represented by the Association, the Association shall have the right to be present and with the approval of the grievant, to state its views at all stages of the grievance procedure.
- (d) When three (3) or more instructional staff members have a grievance based upon the same act or conditions, the Association may initiate and process a group grievance on their behalf. A group grievance involving teachers from different buildings will be initiated at Level II. Grievances involving policies developed by the discussion vehicle may be submitted to that body for action.
- (e) In the interest of protecting the normal conduct of the educational program, the processing of a grievance shall take

place, whenever possible, during times when the grievant and/or Association representative are free from assignment to classroom teaching. When it becomes necessary to hold conferences during the school day, all persons who participate shall be excused with pay for that purpose. In case of a group grievance, the number will be limited to two (2) administrators and two (2) representatives for the group grievance.

- (f) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- (g) The time limits provided in this grievance procedure shall be strictly observed except as provided in Regulation (j) below. In the event a grievance is filed after May 5 and strict adherence to the time limits may result in hardship to any party, the administration and the Board shall use its best efforts to process such grievance prior to the end of the contracted year for all parties as soon thereafter as possible.
- (h) For dismissal for cause or other cancellations of the teaching contract, teachers shall elect their remedial process, either the grievance procedure (Article 3.00) or the due process provisions (Article 2.12). The selection of one shall mutually exclude the use of all others, except for statutory processes, which may follow after internal processes have been exhausted.
- (i) Grievance Report Form may be obtained from the office of each principal, in the Superintendent's office, in the Personnel Office, and from the grievance committee chairman and from the MCEA or UniServ Office.
- (j) In the processing of any grievance, the parties may, upon mutual written consent, waive any of the time limits of this grievance procedure.
- (k) Class size grievances shall be handled exclusively under the provisions of Article 2.14.
- (l) The parties shall produce relevant evidence at the lowest formal level. Documents or witnesses not submitted at the lowest level may not be used thereafter. Witnesses may be used and are subject to examination and cross examination. Documents and names of witnesses to be used shall be exchanged before the hearing. Except for the requirement of production of documents and witnesses at the lowest level, the parties may jointly waive all formal procedures that interfere with problem solving efforts.

### **Section 3 - Procedures**

- (a) Level I
  - (1) Within fifteen (15) school days of the time the grievant first knew or should have known of the act or conditions upon which the grievance is based, the grievant shall complete and submit "Grievance Report Form, Level I" in triplicate showing the date of the occurrence, a statement of the nature of the grievance, and the relief sought. The grievance form shall be submitted to the principal or supervisor with a copy forwarded to the Association by the grievant.
  - (2) Within ten (10) school days, the principal or supervisor shall conduct a hearing with the parties and render a decision written within five (5) school days by completing his portion of Level I and forwarding it to the grievant and the Association.
  - (3) Level I may be bypassed for a non-building level grievance on the joint agreement of the parties.
- (b) Level II
  - (1) Within ten (10) school days of the issuance of the decision at Level I, if the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the above stated time limits, then the grievant and/or Association representative shall complete "Grievance Report Form, Level II," and submit the grievance to the Superintendent.

(2) Within ten (10) school days the Superintendent, or designee, shall meet with the parties concerned (the grievant, Association representative and the principal or supervisor and his assistant or colleague) and render a decision within three (3) school days by completing his portion of Level II and forwarding it to the grievant, the principal or supervisor and the Association representative.

(3) The Superintendent shall assign a designee to conduct the Level II proceedings if the Superintendent has demonstrated support for that decision prior to or during the grievance process and the Association request in writing the assignment to the designee.

(c) Level III

(1) Within ten (10) school days of the issuance of the decision at Level II, if the aggrieved is not satisfied with the disposition of the grievance at Level II, or if no decision is rendered within the above stated time limits, then the Association shall complete "Grievance Report Form, Level III" and either submit the grievance to an arbitrator, or, upon mutual agreement of both parties, submit to the Board. The selection of either shall mutually exclude the use of the other.

a) Arbitrator

- (i) The arbitrator shall be an impartial third party selected by agreement of the parties or designated through the American Arbitration Association by striking of the parties. Contact with the arbitrator shall be controlled strictly by the rules of the American Arbitration Association.
- (ii) The arbitrator's decision shall be advisory to the parties except as provided in paragraph (iv).
- (iii) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- (iv) The Board within seven (7) school days of receipt of the arbitrator's recommendation shall accept in writing, reject in writing, or allow the recommendation to become final and binding upon the school corporation by not taking action. The Association within seven (7) school days of receipt of the arbitrator's recommendation shall accept in writing or reject in writing. If the Association accepts or fails to reject, the grievant and the Association are banned from pursuing further through the courts or administrative agencies of the state or federal government.

b) Board

Within twenty (20) school days of the filing of the appeal, the Board shall hold a hearing, in executive session, with the grievant and/or Association representative, the principal or supervisor and his assistant or colleague and the Superintendent. After examining the record the Board may deliberate privately upon such record; such deliberation will be held in the presence only of members in attendance at the appeals proceedings but may be held in the presence of legal counsel who has not previously advised the Superintendent. The disposition by the Board shall be made known to the teacher by completing "Grievance Report Form, Level III," within seven (7) school days of the meeting. Notification of such disposition shall be furnished the grievant, the Association, the Superintendent, and the principal or supervisor.

## **ARTICLE 3.01. - Temporary Teacher Contract**

### **Section 1 - Use**

Temporary teacher contracts shall be used only to employ teachers to serve in the absence of a teacher who has been granted a leave of absence by the school corporation for:

- (a) engaging in military service or in service auxiliary to it;
- (b) professional study or advancement, including leaves granted under Article 4.03;
- (c) exchange teaching
- (d) extended disability to which a licensed physician has attested; or
- (e) serving in the Indiana General Assembly.

### **Section 2 - Terms**

Teachers employed on a temporary contract shall be compensated on the teacher salary schedule and shall be offered insurance fringe benefits (Article 6.03). With the exceptions of provisions extending beyond the term of their temporary contract, all rights to this agreement shall apply to teachers on temporary contracts. No provision shall be used to extend the teachers' contract term.

## **ARTICLE 4.01. - Illness/Emergency**

### **Section 1 - Daily Absences**

Each full-time teacher shall be granted ten (10) days during the first year of employment and nine (9) days each year thereafter which may be used for daily absences resulting from personal or family illness, quarantine, or emergencies without loss of compensation. Emergency means a sudden, generally unexpected occurrence or set of occurrences demanding immediate action. The teacher shall identify the reason for the absence as illness or emergency by using the appropriate reporting form or device.

### **Section 2 – Accumulation**

Days not used in any school year for illness or emergency purposes during each year may accumulate in the teacher's sick leave bank until retirement or may be used in the event illness events exceed the yearly grant. Accumulated sick leave is transferable under Indiana law to other employing Indiana school corporations beginning with the second year of employment at the rate of three (3) days per year until the number of accumulated days has been transferred.

Accumulated Sick Leave (which shall include all previously accumulated sick leave and personal business leave and current unused illness/emergency days) shall be tabulated and reported to each teacher at the beginning of each school year.

## **ARTICLE 4.02. - Leave of Absence, Health**

### **Section 1 - Term**

A leave of absence without compensation will be granted for a period not to exceed one year to employees because of physical or mental disability or illness. The teacher shall provide documentation from a qualified professional supporting a request for leave. A consecutive leave of one year may be granted at the discretion of the Board. The leave shall be for absence without pay, authorized for a period of thirty (30) days or more. Upon return from the leave of absence, a position for which the employee is qualified will be made available in accordance with the provisions of Policy 3130.

### **Section 2 - Benefits**

While on leave of absence, the staff member may continue his membership in the various insurance plans if the staff member pays the entire premium and if he is not employed elsewhere and covered by group insurance. Sick leave credits do not accumulate while on leave of absence.

### **Section 3 - Reemployment**

Should the leave be denied and the staff member is forced to terminate his employment because of conditions beyond his control, he shall be given first consideration for reemployment when a vacancy occurs in his area of certification.

## **ARTICLE 4.03. - Extended Professional Leave**

### **Section 1 - Leave**

Teachers who have completed at least four (4) years of service in the school corporation shall be granted an extended professional leave without pay for a period of one (1) semester or one (1) school year if they have filed written notice of the request for leave with the director of personnel at least sixty (60) calendar days before the first day of leave. If a teacher fails to give written notification to the director of personnel sixty (60) calendar days before the first day of leave of absence, then it is within the director of personnel's discretion to deny the leave. However, extended professional leave will not be denied arbitrarily or capriciously. Teachers taking extended professional leave will notify the MCCSC in writing before November 1 of the first semester or before March 1 of the second semester of their intent to return to MCCSC employment for the next semester or the next school year.

### **Section 2 - Use**

This leave may not be used to extend any other type of leave, except in the case of leave to reduce RIF, and may be taken no more than once in seven (7) year period.

### **Section 3 - Reemployment**

Teachers taking extended professional leave will be restored to their former positions upon return from leave in accordance with the provisions of Policy 3130.

### **Section 4 - Public School Employment**

The teacher who applies for extended professional leave agrees that he will not sign a regular teacher's contract with another public school system in the State of Indiana during the term of the leave.

## **ARTICLE 4.04. - Absences, Job-Related Injury**

### **Section 1 - Program**

The program of benefits for teachers injured or who incur occupational disease in the performance of their duties shall be in conformance with the provisions of the Workers' Compensation Act of the State of Indiana.

### **Section 2 - Procedures**

- (a) Teachers shall report the situation to the principal at once. In cases of emergency, a school nurse may be consulted for advice and instruction.
- (b) Teachers will be eligible for benefits which include medical attention, hospital care, compensation for permanent disability and compensation for lost time.
- (c) Worker's Compensation for lost time will begin on the eighth day of disability; however, if the disability continues for more than 28 days, Worker's Compensation for the first seven (7) days will be paid.
- (d) In addition to those benefits required by law, the school corporation will provide the following supplemental benefits for full-time staff members as follows:
  - (1) During the first seven (7) days of disability, the employee will receive compensation at his regular rate. The absence will be charged against accumulated sick leave unless the injury arose out of the act of a student, in which case the absence will not be charged against accumulated sick leave.
  - (2) Beginning with the eighth day of disability, the employee will receive compensation from the insurance company as provided by law. If he has accumulated sick leave, he will receive supplemental compensation from the corporation in an amount equal to the difference between the insurance compensation and the employee's regular compensation rate.
  - (3) The duration of the supplement will depend upon the number of accumulated leave days when disability began. For each scheduled working day for which supplement is received, one-half day of accumulated sick leave will be deducted.
  - (4) If such injury should arise out of an act of violence or battery on the part of a student or parent or guardian, during the first seven (7) days of disability, the teacher will receive compensation at his regular rate which will not be charged against accumulated sick leave and the school corporation will then pay the difference between the compensation paid by the insurance company and the teacher's salary with no deduction from the teacher's accumulated sick leave. To qualify for this, a police report should be filed and the principal should certify that such injury was the result of student, parent, or guardian violence or battery.

## **ARTICLE 4.05. - Personal Business Leave**

### **Section 1 - Leave**

Each full-time teacher shall earn three (3) personal business leave days per year. Unused personal business leave days shall be automatically converted to sick leave at the end of the school year.

### **Section 2 - Notice**

- (a) The teacher requesting leave shall fill out the approved application form which will be forwarded to the Superintendent's Office by the principal or immediate supervisor. The leave shall be granted and the application form retained in the Personnel Office.

(b) Except in cases of emergencies, teachers are requested to file for the use of personal business leave at least two (2) days prior to the intended use.

### **Section 3 - Accumulation**

Accumulated sick leave days and accumulated personal business leave days shall be tabulated and reported to each teacher at the beginning of each school year.

## **ARTICLE 4.06. - Parental Leave**

### **Section 1 - Maternity Leave**

Maternity leave will be granted in accord with current state statutes.

### **Section 2 - Paternity Leave**

A male teacher will be entitled upon request to a leave without compensation to begin at any time between the birth of a child to his wife and one (1) year thereafter.

### **Section 3 - Adoption Leave**

A teacher adopting a child will be entitled upon request to a leave without compensation to commence any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.

## **ARTICLE 4.07. - Civic Leave**

### **Section 1 - Election Board**

Employees may be granted leave for public services on Election Boards with compensation for the difference between payment for election Board duty and the regular salary, provided the school salary is greater.

### **Section 2 - Governmental Positions**

Employees engaging in public office of extended duration may be granted leave without pay. Return to duty at the conclusion of the leave will be contingent upon the availability of a position for which the staff member is qualified. Currently employed staff members will not be dismissed to create a position for a staff member returning from leave; however, no new employee will be hired to fill a position for which the returning teacher is certified.

### **Section 3 - Campaigning for Public Office**

A leave of absence without pay, for a period not to exceed six (6) weeks, may be granted to a teacher upon request for the purpose of campaigning, provided a qualified substitute can be obtained.

## **Section 4 - Court Leave**

(a) Teachers who must appear in court as a result of a court order, or as a Guardian Ad Litem, shall receive up to a maximum of five (5) school days per school year for the leave. This leave shall be with full pay less any witness fees paid.

(b) In cases in which the teacher is a party to a lawsuit and the lawsuit is not against the school corporation, the teacher may take up to five (5) school days leave. The days taken will be charged to personal business leave and if insufficient personal business leave days are available to teacher then the leave days will be without pay.

## **Section 5 - Jury Duty**

### **(a) Compensation**

Teachers will be granted leave for jury duty. Leave will be with compensation for the difference between payment for jury duty exclusive of mileage and the teacher's regular salary. Upon notification of jury duty, teachers should immediately inform their principal. This notification should be made in sufficient time for a substitute to be obtained if one is required.

### **(b) Remittance**

Upon receiving payment from the County for jury duty, the teacher shall immediately notify the Business Affairs Office of the payment amount. The exact amount of the jury duty payment will be deducted from the employee's next regular pay check.

## **ARTICLE 4.08. - Military Leave**

Military Leave will be granted in accord with current state statutes.

## **ARTICLE 4.09. - Bereavement Leave**

Each teacher may be absent with pay for bereavement leave for not more than five (5) school days. The teacher's professional judgment shall be used to determine the extent of the leave needed and under what circumstances the leave is taken. In taking the leave, the teacher will consider his personal needs and those of his family and his ability to meet instructional needs during difficult times.

## **ARTICLE 4.10. - Sabbatical Leave**

### **Section 1 - Eligibility**

Bargaining unit members who have completed seven (7) consecutive years of service in the school district shall be eligible. No more than one (1) percent, to the nearest whole number of certificated employees may be granted sabbatical leave in any one school year. This leave may not be used to extend any other leave and may not be granted more than once every seven (7) years for any respective teacher.

### **Section 2 - Activities**

Sabbatical leave may be granted for the purpose of study in an institution of higher learning, for independent study on a project or problem of value to the school district or for educational travel or any combination of the above, as approved by the Board. Study at an institution of higher learning shall be limited to programs which will improve the instructional skills of the teacher in his assigned area of responsibility at the time of the application.

### **Section 3 - Stipend**

Sabbatical leave computations will be made on the basis of locating the individual on the teachers' salary schedule according to his training and experience and will not reflect added indices for additional duties or extra weeks. Stipends will be determined as follows:

- (a) Certificated employees with sixteen (16) or more years of service in the system will qualify for sixty percent (60%) of their annual pay, and a like percentage of Board contributions to insurance fringe benefits.
- (b) Certificated employees with seven (7) through fifteen (15) years of service in the system will qualify for fifty-five percent (55%) of their annual pay, and a like percentage of Board contributions to insurance fringe benefits.

The above stipend will be paid to the teacher during the year of the leave.

#### **Section 4 - Application**

The application must be submitted to the Personnel Office on a form provided, not later than the first teaching day in February, preceding the year in which the sabbatical is to be taken. (A waiver on considering applications received after the deadline may be granted by the Review Committee.) The application must include a carefully developed plan for study and/or travel.

#### **Section 5 - Selection and Approval**

Application for sabbatical leave will be reviewed by a committee of teachers and administrators. The committee will include two (2) administrators appointed by the Superintendent and one (1) teacher appointed by the Association. The recommendation of the committee on each application will be forwarded to the Superintendent and Board for consideration. The applicant will be notified of the recommendation of the committee and the final action of the Board by March 15. Criteria for selection will be:

- (a) The value of the proposed plan to the district; and
- (b) Improvement of the professional service of the applicant.

#### **Section 6 - Terms of Sabbatical Leave Agreement**

- (a) The applicant agrees to return to the service of the district for a period of two (2) years. In the event of failure to return to the school district, the applicant shall repay the full stipend in twelve (12) equal monthly installments from the date the applicant should have returned to the school district. If the second year is not completed, the applicant must refund fifty percent (50%) of the sabbatical stipend received in twelve (12) equal monthly installments from the date the applicant should have returned to service for the second year.
- (b) The applicant may accept scholarships, fellowships, assistantships, and the like where the purpose of the grant or appointment is in harmony with the stated purpose for the leave.
- (c) Remunerative employment while on leave may be accepted only if the tasks demanded are of clear educational advantage to the applicant, if approved by the Superintendent.
- (d) Any deviation from the approved sabbatical leave plan must be submitted in advance of the deviation to the Superintendent and Board for approval.
- (e) The applicant agrees to submit a written, and if requested, oral presentation to the Superintendent and Board upon return to duty. Such written presentation shall be submitted to the Superintendent and the Board no later than one hundred twenty (120) calendar days following the applicant's return to the service of the School Corporation. Additional time within which to submit said report may be granted by the Superintendent for good cause provided that a request for such extension of time is submitted in writing to the Superintendent not less than thirty (30) calendar days before said report is due to be submitted. The report shall consist of the following points:
  - (1) A statement of the goals and objectives for which the sabbatical leave was granted.
  - (2) A description of the activities followed which were intended to achieve the goals; i.e., travel experiences, courses studied, publications or printed material developed.
  - (3) Evaluative statements of supervisors or instructors who were involved in coordinating or supervising the project.
  - (4) A statement of the applicant regarding his assessment of the worth of the sabbatical leave experience as it specifically relates to the applicant's project.

- (f) The applicant retains seniority, retirement and tenure rights as if he were in regular employment. The applicant also will be entitled to regular increments on the salary schedule earned during this period as if he were in regular employment.
- (g) Upon return, the applicant will be restored to his former position in accordance with the provisions of Policy 3130, if appropriate notice is given. The applicant shall notify the school corporation in writing of their intent to return forty-five (45) days prior to the end of the last semester of their leave.

#### **ARTICLE 4.11. - Group Insurance Participation**

Teachers who are granted unpaid leaves will be allowed to participate in the group insurance plans during the term of the leave provided the teacher elects to remain in the insurance plan and pays the full premium allocation for the insurance.

#### **ARTICLE 4.12. - Leaves: Purpose**

Leaves shall be used for designated purposes.

#### **ARTICLE 4.13. - Extended Health Care Leave**

Leave to care for gravely or terminally ill members of the teacher's family or for a person for whom the teacher has been appointed as guardian may be granted without pay for the remainder of the semester. This leave may be extended for two (2) additional semesters provided the teacher applies for an extension of the leave ten (10) days prior to the end of the previous semester. The director of personnel may require written proof from the attending physician that the person for whom the teacher is providing care is gravely or terminally ill before such leave is granted.

### **ARTICLE 5.00. - Discussion Procedure**

#### **Section 1 - Discussion Group**

- (a) The Board through its designee(s) and representatives of the Association agree to meet, at either's request at mutually agreed-to times, to discuss matters of educational policy and administrative practices and procedures. This procedure shall be the structure for the discussion of matters defined as discussable under the provisions of I.C. 20-7.5-1 et seq.
- (b) Each party shall appoint its own representatives, for discussion participation for the school year.
- (c) It is understood that representatives shall possess the authority to reach agreements for recommended changes in school policies. Agreed-to recommendations shall be submitted to the Board for action.

#### **Section 2 - Board Referral**

- (a) It is understood that either side has the right to submit its position on disputed issues to the Board at any time whenever the parties are at impasse with no requirement of a minority report from the opposing side. The parties shall be required to notify each other of this contemplated action of impasse.
- (b) The Board shall inform the teachers and the Association of any change in policy which results from these discussion sessions.

## **ARTICLE 5.01. - Labor-Management Committee**

### **Section 1 - Committee**

The Labor-Management Committee (LMC) shall be composed of two (2) members from each party: the Superintendent and another person designated by the Superintendent; and the Association President and another person designated by the Association President.

Other such administrators as the Superintendent shall designate and other such representatives of the Association as the Association President shall designate may be invited to participate in LMC meetings at the option of either the Superintendent or the Association President.

### **Section 2 - Functions**

The LMC shall perform the following functions:

- (a) facilitate employer/employee relations without the restraints of bargaining, discussion, or the scope of P.L. 217 (I.C. 20-7.5-1 et seq.);
- (b) conduct contract auditing;
- (c) study, consider, and/or develop plans, programs, and practices concerning, not limited to, joint grievance training emphasizing problem solving, joint contract administration training, Wellness and Employee Assistance Program, insurance study and professional growth and evaluation;
- (d) receive reports from ongoing LMC projects; and
- (e) such other functions as the LMC may from time to time deem appropriate.

### **Section 3 - Meetings**

When the labor/management committee agrees to meet during the school day, release time will be provided to the teacher members of the labor/management committee.

### **Section 4 - Restrictions**

The committee shall not bind the respective parties, conduct table bargaining or alter or amend the contract.

## **ARTICLE 6.00. - Teacher's Salary Schedule and Related Fringe Benefits**

### **Definitions:**

- (a) Annual Increment: An automatic annual increase within an educational category for a year's experience.
- (b) M.S. + 30 Hours Graduate Study: Means thirty (30) hours accumulated after the attainment of the Master's Degree.
- (c) Contracted Salary: Means a teacher's salary including all indices, stipends, etc.
- (d) Beginning Salary: Means the amount which would normally be paid a beginning teacher who has a Baccalaureate Degree and no teaching experience, except as provided in Article 6.05, Section 4.
- (e) An employee may elect to defer, pursuant to this section, such amount of the employee's Article 6.05 salary as is necessary to (1) pay the employee share of any combination of benefits under Article 6.03 of this Agreement; and/or (2) such other benefits as may be agreed upon by the School Corporation and the Association.

## **ARTICLE 6.01. - Retirement Plan**

### **Section 1 - Definitions**

- (a) Notification--A binding letter filed with the personnel office on or before February 15. Notification does not define "retire" or "retirement."
- (b) Retire--When a teacher on a regular teacher's contract leaves the employ of the Corporation at or after attaining age 50.
- (c) Retirement Date--The retirement date shall be the day on which the teacher ceases to be an employee of the Corporation.

### **Section 2 - Benefits**

The Board shall maintain a retirement plan, the MCCSC Savings Plan, qualified under Section 401(a) of the Internal Revenue Code. The school corporation shall match the employee's contribution to the employee's 403(b) annuity up to 2.25% of the employee's base contract amount. The school corporation's matching contribution shall be made to the employee's 401(a) account under the Plan. These contributions shall vest after five years of Plan participation.

In any school year, if a teacher accumulates six of the possible nine sick days for that school year at the end of the school year, the School Corporation shall contribute \$100 into the New Plan. These contributions shall vest after 5 years of Plan participation.

(All "Tier II" and "Tier III" contributions provided under previous agreements have been paid so wording with respect to these contributions is no longer included in this agreement. For details regarding these contributions to the 401(a) Savings Plan refer to ARTICLE 6.01, Section 2 of the Collective Bargaining Agreement between the Monroe County Community School Corporation and the Monroe County Education Association that was effective for the period August 15, 2004 through August 14, 2005)

### **Section 3 - Procedures**

- (a) Teachers are encouraged to submit a non-binding letter of intent to retire to the Assistant Superintendent for Human Resources and Personnel on or before July 1 of the calendar year preceding the year in which retirement is anticipated. A binding written notice of retirement must be given to the Assistant Superintendent for Human Resources and Personnel on or before February 15 during the final year of employment.
- (b) In the event a teacher is unable to give the required notice of retirement and is forced to retire as a result of an accident, ill health, or for some unforeseen reason, the Board will waive the required notice of retirement.
- (c) When a teacher in active service dies, any benefits due shall be paid in a lump sum to his beneficiary as filed with the Indiana State Teacher's Retirement Fund.

## **ARTICLE 6.02. - Additional Retirement Options**

### **Section 1 – Retiree Medical Benefits**

Teachers who retired from the Monroe County Community School Corporation prior to August 15, 2004 and who had completed ten years of employment with the MCCSC receive the same Board contributions toward the medical and dental insurance program premiums as do active employees of the Monroe County Community School Corporation until the month before the retired teacher becomes eligible for Medicare coverage as prescribed by 42 USC 1395 *et. seq.* as in effect on August 15, 2005, unless the retiree elects to discontinue such coverage earlier. In order to be eligible for such continuation of coverage, the retiree must have been enrolled in the plan or plans they wished to continue in the school year immediately preceding retirement.

**(Group 1)** – For teachers that retired from Monroe County Community School Corporation after August 15, 2004, but prior to August 15, 2005, who at retirement had completed at least ten (10) years of employment in the Monroe County Community School Corporation and who were at least age 55 on August 31, 2005, the following applies:

The School Corporation agrees to provide toward the cost of hospitalization insurance: \$212.80 toward the monthly premium of a single plan or \$468.88 toward the monthly premium of a family plan, if the retiree elects to continue in such plan and elects to pay the balance. The School Corporation agrees to provide toward the cost of dental insurance: \$17.35 toward the monthly premium of a single plan or \$62.11 toward the monthly premium of a family plan if the retiree elects to continue in such plan and elects to pay the balance. Such retiree coverage, and the School Corporation contribution, ceases the month before the retired teacher becomes eligible for Medicare coverage as prescribed by 42 USC 1395 *et. seq.* as in effect on August 15, 2005, unless the retiree elects to discontinue such coverage earlier. In order to be eligible for such continuation of coverage, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

**(Group 2)** – For teachers who, as of August 15, 2005, had completed at least ten (10) years of employment in the Monroe County Community School Corporation, and;

- (1) Who were at least age 55 on August 31, 2005, but who had not retired, or
- (2) Will attain eligibility for unreduced benefits under the Indiana State Teachers Retirement Fund (age 65 and 10 years of TRF credited service, age 60 and 15 years of TRF credited service, or age 55 and age in TRF credited service equal or greater than 85) on or before August 31, 2015, but who have not retired,

the Board has established and shall maintain a pooled VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For teachers in Group 2, the following will apply when the teacher actually retires from Monroe County Community School Corporation:

The School Corporation agrees to provide an amount equal to the present value of \$212.80 monthly if the retiree had single coverage or \$468.88 monthly if the retiree had family coverage, plus \$17.35 monthly if the retiree had single dental coverage or \$62.11 monthly if the retiree had family dental coverage for each month between their actual retirement date and the month before their eligibility for Medicare coverage as prescribed by 42 USC 1395 *et. seq.* as in effect on August 15, 2005. The assumed interest rate for purposes of determining the present value shall be 5%. In order to be eligible for the amounts shown, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

This present value shall be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in the retiring teacher's name. The deposit shall first come from a pooled VEBA (Voluntary Employee Beneficiary Association) account and if that account is exhausted, then from the School Corporation.

**(Group 3)** – For teachers as of August 15, 2004, who had completed five (5) years of experience with Monroe County

Community School Corporation, but were not in Group 1 or Group 2, and who had not retired, the Board has established and shall maintain an individual VEBA (Voluntary Employee Beneficiary Association) account plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For teachers in Group 3, the following has been done:

- (a) The School Corporation has provided an amount equal to the present value of \$300.00 payable monthly for each full month between their assumed retirement date and their eligibility for Medicare coverage, as prescribed by 42 USC 1395 et. seq. as in effect on August 15, 2005. This present value was deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in 2006 from the HEA 1120 bond proceeds.
- (b) Present value contributions to a VEBA (Voluntary Employee Beneficiary Association) account on behalf of a teacher will vest with that teacher once the teacher has satisfied the following requirements:
  - (1) The teacher must be at least fifty-five (55) years of age.
  - (2) The teacher must have at least ten (10) years of experience with the Monroe County Community School Corporation.
- (c) If at the time the employment relationship is severed with the Monroe County Community School Corporation a teacher does not meet the vesting requirements pursuant to section (b) above, the VEBA (Voluntary Employee Beneficiary Association) account shall be forfeited, and such forfeitures will be used to offset the Monroe County Community School Corporation contributions for Group 4.
- (d) In making the present value determination the following assumptions were used:
  - (1) **Interest Rate.** The assumed interest rate for purposes of determining the present value was 4% in the first three years, 5% in the next three years, and 7% thereafter. However, for post-retirement calculations a 5% interest rate was used.
  - (2) **Retirement Age.** It was assumed that a teacher would terminate employment on September 1, following the teacher reaching the age of fifty-eight (58) and completing ten (10) years of service with the Monroe County Community School Corporation. If a teacher was already fifty-eight (58) or older and had completed ten (10) years of service with the Monroe County Community School Corporation, it was assumed that the teacher would retire at the end of the next school year.
  - (3) **Turnover Rate.** There was no turnover rate assumption.
  - (4) **Rehired Teachers.** Amounts forfeited upon severance of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or reemployed by the School Corporation. If the Board grants an approved leave of absence, such period of leave shall not result in forfeiture provided the employee promptly returns to employment following the expiration of the period of leave. If a teacher's employment is severed because of a reduction in force, the teacher's period of time on the recall list shall not result in forfeiture, provided the teacher is recalled within the time period in Policy 3130.
- (e) Upon retirement under this section, the individual may then submit qualified medical expenses to the VEBA (Voluntary Employee Beneficiary Association) vendor for reimbursement from their individual VEBA (Voluntary Employee Beneficiary Association) account, so long as there is a balance in that account.

**(Group 4)** – For teachers hired by the Board of School Trustees of the Monroe County Community School Corporation prior to May 1, 2004, who as of August 15, 2004 were not in Groups 1, 2, or 3, and for teachers hired on or after May 1, 2004, the Board has established and will maintain an individual VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For teachers in Group 4, the following language applies:

Following the completion of five years of continuous employment with the MCCSC on a regular teaching

contract, the School Corporation shall deposit into an individual VEBA (Voluntary Employee Beneficiary Association) account on behalf of the teacher 1) an amount equal to one-half of one percent (.5%) of the sum of the teacher's five base contract amounts, 2) interest on the above contributions shall be calculated at 5% compounded annually\* on the first four annual contributions.

\*For the purpose of calculating interest, the contributions are assumed to be made at the end of each year and the contributions earn interest at a rate of 5%, compounded annually at the end of each year.

In addition to the above contributions a one time lump sum contribution of \$200 will be deposited following the completion of five years continuous employment with the Monroe County Community School Corporation.

The contribution shall be paid to the VEBA vendor by no later than September 1<sup>st</sup> following the teacher's fifth continuous year of employment with the MCCSC. Board approved leaves of absence shall not break periods of continuous employment.

This one-half of one percent (.5%) contribution, the \$200 contribution and the interest will vest with the teacher at the time the contribution is paid to the VEBA vendor. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to August 15, 2004, shall be credited toward completion of the five (5) year vesting period.

For each contract year subsequent to the fifth consecutive contract year the School Corporation shall deposit an amount equal to one-half of one percent (.5%) of the teacher's base contract amount for that year into an individual VEBA (Voluntary Employee Beneficiary Association) account on behalf of the teacher. The contribution shall be paid no later than September 1<sup>st</sup> following the end of the school year. This one-half of one percent (.5%) ongoing contribution will vest immediately.

Teachers for whom the .5% contributions were being paid annually as of August 15<sup>th</sup> 2007, but who had not completed the fifth consecutive year of employment with the MCCSC, shall continue to receive contributions to their VEBA accounts annually by no later than September 1<sup>st</sup> following each year of employment. These contributions will vest upon completion of five (5) years of continuous service with the School Corporation.

**(General)** – Once amounts are deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account for a teacher, the following will apply:

- (a) The teacher will have no access to his/her individual VEBA (Voluntary Employee Beneficiary Association) account until they terminate employment with a vested account from Monroe County Community School Corporation.
- (b) At no time may a teacher borrow from their VEBA (Voluntary Employee Beneficiary Association) account.
- (c) Once a teacher has access to this individual VEBA (Voluntary Employee Beneficiary Association) account, the account may be used for any qualified medical expense under Section 213 of the Internal Revenue Code.
- (d) Upon the death of a retired teacher with a remaining individual VEBA (Voluntary Employee Beneficiary Association) account, the retiree's spouse or dependents may use the remaining balance in accordance with the VEBA document.
- (e) Upon the death of an active teacher with an individual VEBA (Voluntary Employee Beneficiary Association) account who dies after meeting the vesting requirement above, the teacher's spouse or dependents may use the remaining balance in accordance with the VEBA document.

## **Section 2 - Insurance: Term Life**

For teachers retiring with 10 years of continuous service with the Monroe County Community School Corporation and who have attained the age of 55, the school corporation agrees to pay the premiums on the corporation's \$20,000 (\$40,000 accidental death) term life insurance program, if the retiree elects to continue in such term life insurance plan and elects to pay the required premiums for such plan. The required premiums for such plan for a retiree under this Article are \$12.00 per year. Such retiree coverage and the school corporation contributions cease five years after reaching eligibility for unreduced Social Security benefits, unless the retiree elects to discontinue such coverage earlier. In order to be eligible for such continuation of coverage, the retiree must have been enrolled in the term life program prior to the time of retirement.

### **Section 3 - Substituting**

Teachers retiring with 10 years of continuous service with the Monroe County Community School Corporation who have attained the age of 55 and annually notifying the Personnel Office of their availability shall be given first priority for assignments until one year after reaching eligibility for unreduced Social Security benefits, subject to reasonable administration of daily assignments.

## **ARTICLE 6.03. - Insurance**

### **Section 1 - Programs**

(a) Hospitalization: The school corporation agrees to the following contributions:

- (1) \$2,859.98 for the single plan for the period January 1, 2006 to December 31, 2006; \$3,103.08 for the single plan for the period January 1, 2007 to December 31, 2007; \$3,320.30 for the single plan for the period January 1, 2008 to December 31, 2008; and \$3,552.72 for the single plan for the period January 1, 2009 to December 31, 2009. Balance paid from salary reallocation or by the employee (24 deductions per year).
- (2) \$6,301.73 for the family plan for the period January 1, 2006 to December 31, 2006; \$6,837.38 for the family plan for the period January 1 to December 31, 2007; \$7,316.00 for the family plan for the period January 1, 2008 to December 31, 2008; and \$7,828.12 for the family plan for the period January 1, 2009 to December 31, 2009. Two (2) persons working for the School Corporation who elect this benefit shall be entitled to two (2) family plan contributions. Balance for the family plan paid from salary reallocation or by the employee (24 deductions per year).

(b) Long Term Disability: The school corporation agrees to provide a long-term disability program for all teachers. Teachers shall be required to pay one dollar (\$1.00) annually from the salary reallocation plan or by the employee for this benefit.

(c) Dental Plan: The school corporation agrees to the following contributions:

- (1) \$233.17 for the single plan for the period January 1, 2006 to December 31, 2006; \$252.99 for the single plan for the period January 1, 2007 to December 31, 2007; \$270.70 for the single plan for the period January 1, 2008 to December 31, 2008; and \$289.65 for the single plan for the period January 1, 2009 to December 31, 2009. Balance for the single plan paid from the salary reallocation plan or by the employee (24 deductions per year).
- (2) \$834.78 for the family plan for the period January 1, 2006 to December 31, 2006; \$905.74 for the family plan for the period January 1, 2007 to December 31, 2007; \$969.14 for the family plan for the period January 1, 2008 to December 31, 2008; and \$1,036.98 for the family plan for the period January 1, 2009 to December 31, 2009. Two (2) persons working for the school corporation who elect this benefit shall be entitled to two (2) family plan contributions. Balance for the family plan paid from the salary reallocation plan or by the employee (24 deductions per year).

(d) Term Life Insurance: Term Life Insurance for all bargaining unit members is available. The amount of such term life insurance shall be one times the bargaining unit member's annual salary or \$30,000 whichever is greater. The

major premium cost shall be paid by the School Corporation. Bargaining unit members will be required to make a monetary contribution of \$12.00 per year toward the premium cost. Bargaining unit members shall be allowed to purchase additional life insurance at their own expense through the school plan provided the carrier approves the purchase of additional insurance.

- (e) Employee Assistance Program: The School Corporation agrees to provide an employee assistance program.
- (f) Programs: School Corporation contributions shall be made only for School Corporation contracted programs.
- (g) An Insurance Committee shall operate for the purposes of receiving information and staying current with vision insurance, disability insurance, life insurance, health insurance, dental insurance, and the ability of the staff to choose various coverages at varying costs. This committee may make recommendations to the Administration and the MCEA Bargaining Team; however, changes in plan specifications are subject to tentative agreement between the bargaining teams and ratification by the Board and the MCEA. This committee will be composed of 5 teachers appointed by the President of the MCEA, and 6 other members approved by the MCCSC Administration. No benefit changes will be made to any health, dental, or vision plan without negotiating those changes with the Association's bargaining team.

## **Section 2 - Regulations**

- (a) Bargaining unit members must make enrollment changes during the month of November, except that when family related circumstances (see (f) below) necessitate a change in coverage, such change may be made. Teachers may choose to enroll in either family or single plans in any insurance program in which they participate. No restriction will be placed on a teacher who chooses a family plan in one program and a single plan in another program.
- (b) Bargaining unit members who are employed at six-tenths (.6) or more shall receive school corporation contributions as specified above. Bargaining unit members who are employed at five-tenths (.5) or less than six-tenths (.6) shall receive school corporation contributions at one-half the regular amounts for hospitalization and dental. However, bargaining unit members, who are first employed subsequent to July 1, 1995, or bargaining unit members regardless of date of employment, who elect to maintain part-time employment at a percentage less than offered by the corporation will receive school corporation contributions for health and dental insurance at the same percentage as they are employed. In the event a part-time teacher is offered an increase in contractual FTE, notice of this provision will be provided with the offer.
- (c) Persons on leave may participate in insurance programs for only one (1) year. Persons on leave and retirees may not participate in insurance programs if their subsequent employer offers health, dental and/or long term disability programs.
- (d) The school corporation shall prepare individual written accounts for all insurance benefits to which teachers are entitled, including, but not limited to, benefits which he is currently using. These lists shall be prepared each school year and will be distributed on the first day on which teachers render service to the school corporation.
- (e) The election of cash or benefits or a combination of cash and benefits, pursuant to Article 6.00 of the Agreement, must be made in writing and received in the business office on or before the first day of the school year on which the teacher renders service to the school corporation.
- (f) An election under this section is irrevocable and may not be changed unless there is a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of a spouse.)
- (g) An election under this section is effective from September 1 to August 31st.
- (h) Employee contributions will be made directly from the school corporation to the insurance providers.

## **Section 3 - Consistency with COBRA**

The parties recognize that during calendar year 1986, federal legislation known as the Consolidated Omnibus Budget Reconciliation Act (hereinafter ("COBRA")) was enacted. COBRA requires that upon the occurrence of certain qualifying events, individuals who cease to be covered under a plan of health insurance provided by their employer be permitted, at their own expense, to continue to participate in such health insurance plan for specified periods of time following the occurrence of such qualifying events. Several sections of this Agreement provide the opportunity for continued participation in the health insurance plans to which COBRA applies at times when the individual teacher is not actively at work either at the individual teacher's own expense or with the School Corporation continuing to pay its share of health insurance premiums. All such sections shall be considered amended as provided below to allow them to be administered consistently with COBRA, as it has been amended, or as it may be amended in the future.

- (1) Whenever, pursuant to a provision of this Agreement, the School Corporation continues to pay its portion of health insurance premiums on behalf of an individual teacher not actively at work (on a paid leave of absence during which health insurance benefits continue, for example), the coverage provided on such basis shall constitute satisfaction, in whole or in part, as applicable of the School Corporation's obligation to provide the opportunity for continued health insurance coverage to such teacher as required by COBRA.
- (2) Whenever, pursuant to a provision of this Agreement, an individual teacher not actively at work is permitted to continue group health insurance coverage at his own expense, such shall constitute satisfaction, in whole or in part, as applicable, of the School Corporation's obligation to provide the opportunity for continued group health insurance coverage as required by COBRA.
- (3) If disputes concerning group health coverage arise under provisions of this Agreement and are subject to resolution under the grievance procedure of Article 3.00, and such disputes also involve a question of whether the School Corporation has complied with its obligations under COBRA, only disputes concerning such COBRA obligations involving individual teachers are subject to resolution under said Article 3.00; disputes concerning such COBRA obligations involving non-employee spouses or dependents are not subject to resolution under Article 3.00.

#### **ARTICLE 6.04. - Salary Computation and Salary Schedule**

##### **Section 1 - Indiana Teachers Retirement Fund**

The school corporation agrees to contribute the employee's share to the Indiana Teachers Retirement Fund prior to the establishment of the individual teacher's contract called for in ARTICLE 6.05 - Salary Regulations, Section 1 - Written Contracts. Such contribution shall be made for any and all appropriate monies, such as, but not limited to, extended contracts, athletic schedules, and extra-professional responsibilities.

Monroe County Community School Corporation  
315 E. North Drive  
Bloomington, IN 47401

**SALARY SCHEDULE**

**2006-2007**

**With Board Payment of Teacher's TRF Contribution**

Years Exp.	BACHELORS/ BA + 20	Index	MASTERS	Index	MASTERS + 30	Index	DOCTORATE	Index
0	30,063	1.00000	31,041	1.03253	32,877	1.09359	36,046	1.19901
1	30,985	1.03066	32,884	1.09384	34,720	1.15490	37,889	1.26033
2	31,906	1.06131	34,728	1.15516	36,563	1.21621	39,732	1.32164
3	32,828	1.09197	36,571	1.21647	38,406	1.27753	41,576	1.38295
4	33,750	1.12263	38,414	1.27778	40,250	1.33884	43,419	1.44426
5	34,671	1.15328	40,257	1.33910	42,093	1.40015	45,262	1.50558
6	35,592	1.18391	42,101	1.40041	43,936	1.46147	47,105	1.56689
7	36,515	1.21460	43,944	1.46172	45,779	1.52278	48,949	1.62820
8	37,436	1.24525	45,787	1.52303	47,622	1.58409	50,792	1.68952
9	38,358	1.27591	47,630	1.58435	49,465	1.64539	52,635	1.75083
10	39,279	1.30657	49,473	1.64564	51,309	1.70672	54,478	1.81214
11	40,201	1.33722	51,317	1.70697	53,152	1.76803	56,322	1.87346
12	41,123	1.36788	53,159	1.76826	54,996	1.82935	58,164	1.93475
13	42,044	1.39852	55,003	1.82960	56,838	1.89064	60,008	1.99608
14	42,966	1.42919	56,846	1.89089	58,682	1.95197	61,851	2.05737
15	43,887	1.45985	58,690	1.95223	60,525	2.01326	63,695	2.11871
16	44,809	1.49050	60,533	2.01354	62,369	2.07460	65,537	2.17999

Monroe County Community School Corporation  
 315 E. North Drive  
 Bloomington, IN 47401

**SALARY SCHEDULE**

**2006-2007**

**Without Board Payment of Teacher's TRF Contribution**

Years Exp.	BACHELORS/ BA + 20	Index	MASTERS	Index	MASTERS + 30	Index	DOCTORATE	Index
0	29,187	1.00000	30,136	1.03253	31,919	1.09359	34,996	1.19901
1	30,082	1.03066	31,926	1.09384	33,708	1.15490	36,785	1.26033
2	30,976	1.06131	33,716	1.15516	35,498	1.21621	38,575	1.32164
3	31,871	1.09197	35,505	1.21647	37,287	1.27753	40,364	1.38295
4	32,766	1.12263	37,295	1.27778	39,077	1.33884	42,154	1.44426
5	33,661	1.15328	39,084	1.33910	40,866	1.40015	43,943	1.50558
6	34,555	1.18391	40,874	1.40041	42,656	1.46147	45,733	1.56689
7	35,451	1.21460	42,663	1.46172	44,445	1.52278	47,522	1.62820
8	36,345	1.24525	44,453	1.52303	46,235	1.58409	49,312	1.68952
9	37,240	1.27591	46,242	1.58435	48,024	1.64539	51,101	1.75083
10	38,135	1.30657	48,031	1.64564	49,814	1.70672	52,891	1.81214
11	39,029	1.33722	49,821	1.70697	51,603	1.76803	54,681	1.87346
12	39,924	1.36788	51,610	1.76826	53,393	1.82935	56,470	1.93475
13	40,819	1.39852	53,401	1.82960	55,182	1.89064	58,260	1.99608
14	41,714	1.42919	55,189	1.89089	56,972	1.95197	60,048	2.05737
15	42,609	1.45985	56,980	1.95223	58,761	2.01326	61,839	2.11871
16	43,503	1.49050	58,769	2.01354	60,551	2.07460	63,627	2.17999

Monroe County Community School Corporation  
315 E. North Drive  
Bloomington, IN 47401

**SALARY SCHEDULE**

**2007-2008**

**With Board Payment of Teacher's TRF Contribution**

Years Exp.	BACHELORS/ BA + 20	Index	MASTERS	Index	MASTERS + 30	Index	DOCTORATE	Index
0	30,965	1.00000	31,972	1.03253	33,863	1.09359	37,127	1.19901
1	31,914	1.03066	33,871	1.09384	35,761	1.15490	39,026	1.26033
2	32,863	1.06131	35,770	1.15516	37,660	1.21621	40,925	1.32164
3	33,813	1.09197	37,668	1.21647	39,559	1.27753	42,823	1.38295
4	34,762	1.12263	39,566	1.27778	41,457	1.33884	44,722	1.44426
5	35,711	1.15328	41,465	1.33910	43,356	1.40015	46,620	1.50558
6	36,660	1.18391	43,364	1.40041	45,254	1.46147	48,519	1.56689
7	37,610	1.21460	45,262	1.46172	47,153	1.52278	50,417	1.62820
8	38,559	1.24525	47,161	1.52303	49,051	1.58409	52,316	1.68952
9	39,509	1.27591	40,059	1.58435	50,950	1.64539	54,214	1.75083
10	40,458	1.30657	50,957	1.64564	52,849	1.70672	56,113	1.81214
11	41,407	1.33722	52,856	1.70697	54,747	1.76803	58,012	1.87346
12	42,356	1.36788	54,754	1.76826	56,646	1.82935	59,910	1.93475
13	43,305	1.39852	56,654	1.82960	58,544	1.89064	61,809	1.99608
14	44,255	1.42919	58,551	1.89089	60,443	1.95197	63,706	2.05737
15	45,204	1.45985	60,451	1.95223	62,341	2.01326	65,606	2.11871
16	46,153	1.49050	62,349	2.01354	64,240	2.07460	67,503	2.17999

Monroe County Community School Corporation  
315 E. North Drive  
Bloomington, IN 47401

**SALARY SCHEDULE**

**2007-2008**

**Without Board Payment of Teacher's TRF Contribution**

Years Exp.	BACHELORS/ BA + 20	Index	MASTERS	Index	MASTERS + 30	Index	DOCTORATE	Index
0	30,063	1.00000	31,041	1.03253	32,877	1.09359	36,046	1.19901
1	30,985	1.03066	32,884	1.09384	34,720	1.15490	37,889	1.26033
2	31,906	1.06131	34,728	1.15516	36,563	1.21621	39,732	1.32164
3	32,828	1.09197	36,571	1.21647	38,406	1.27753	41,576	1.38295
4	33,750	1.12263	38,414	1.27778	40,250	1.33884	43,419	1.44426
5	34,671	1.15328	40,257	1.33910	42,093	1.40015	45,262	1.50558
6	35,592	1.18391	42,101	1.40041	43,936	1.46147	47,105	1.56689
7	36,515	1.21460	43,944	1.46172	45,779	1.52278	48,949	1.62820
8	37,436	1.24525	45,787	1.52303	47,622	1.58409	50,792	1.68952
9	38,358	1.27591	47,630	1.58435	49,465	1.64539	52,635	1.75083
10	39,279	1.30657	49,473	1.64564	51,309	1.70672	54,478	1.81214
11	40,201	1.33722	51,317	1.70697	53,152	1.76803	56,322	1.87346
12	41,123	1.36788	53,159	1.76826	54,996	1.82935	58,164	1.93475
13	42,044	1.39852	55,003	1.82960	56,838	1.89064	60,008	1.99608
14	42,966	1.42919	56,846	1.89089	58,682	1.95197	61,851	2.05737
15	43,887	1.45985	58,690	1.95223	60,525	2.01326	63,695	2.11871
16	44,809	1.49050	60,533	2.01354	62,369	2.07460	65,537	2.17999

Monroe County Community School Corporation  
 315 E. North Drive  
 Bloomington, IN 47401

**SALARY SCHEDULE**

**2008-2009**

**With Board Payment of Teacher's TRF Contribution**

Years Exp.	BACHELORS/ BA + 20	Index	MASTERS	Index	MASTERS + 30	Index	DOCTORATE	Index
0	31,894	1.00000	32,932	1.03253	34,879	1.09359	38,241	1.19901
1	32,872	1.03066	34,887	1.09384	36,834	1.15490	40,197	1.26033
2	33,849	1.06131	36,843	1.15516	38,790	1.21621	42,152	1.32164
3	34,827	1.09197	38,798	1.21647	40,746	1.27753	44,108	1.38295
4	35,805	1.12263	40,754	1.27778	42,701	1.33884	46,063	1.44426
5	36,783	1.15328	42,709	1.33910	44,656	1.40015	48,019	1.50558
6	37,760	1.18391	44,665	1.40041	46,612	1.46147	49,974	1.56689
7	38,738	1.21460	46,620	1.46172	48,568	1.52278	51,930	1.62820
8	39,716	1.24525	48,576	1.52303	50,523	1.58409	53,886	1.68952
9	40,694	1.27591	50,531	1.58435	52,478	1.64539	55,841	1.75083
10	41,672	1.30657	52,486	1.64564	54,434	1.70672	57,796	1.81214
11	42,649	1.33722	54,442	1.70697	56,390	1.76803	59,752	1.87346
12	43,627	1.36788	56,397	1.76826	58,345	1.82935	61,707	1.93475
13	44,604	1.39852	58,353	1.82960	60,300	1.89064	63,663	1.99608
14	45,583	1.42919	60,308	1.89089	62,256	1.95197	65,618	2.05737
15	46,560	1.45985	62,264	1.95223	64,211	2.01326	67,574	2.11871
16	47,538	1.49050	64,220	2.01354	66,167	2.07460	69,529	2.17999

Monroe County Community School Corporation  
315 E. North Drive  
Bloomington, IN 47401

**SALARY SCHEDULE**

**2008-2009**

**Without Board Payment of Teacher's TRF Contribution**

Years Exp.	BACHELORS/ BA + 20	Index	MASTERS	Index	MASTERS + 30	Index	DOCTORATE	Index
0	30,965	1.00000	31,972	1.03253	33,863	1.09359	37,127	1.19901
1	31,914	1.03066	33,871	1.09384	35,761	1.15490	39,026	1.26033
2	32,863	1.06131	35,770	1.15516	37,660	1.21621	40,925	1.32164
3	33,813	1.09197	37,668	1.21647	39,559	1.27753	42,823	1.38295
4	34,762	1.12263	39,566	1.27778	41,457	1.33884	44,722	1.44426
5	35,711	1.15328	41,465	1.33910	43,356	1.40015	46,620	1.50558
6	36,660	1.18391	43,364	1.40041	45,254	1.46147	48,519	1.56689
7	37,610	1.21460	45,262	1.46172	47,153	1.52278	50,417	1.62820
8	38,559	1.24525	47,161	1.52303	49,051	1.58409	52,316	1.68952
9	39,509	1.27591	49,059	1.58435	50,950	1.64539	54,214	1.75083
10	40,458	1.30657	50,957	1.64564	52,849	1.70672	56,113	1.81214
11	41,407	1.33722	52,856	1.70697	54,747	1.76803	58,012	1.87346
12	42,356	1.36788	54,754	1.76826	56,646	1.82935	59,910	1.93475
13	43,305	1.39852	56,654	1.82960	58,544	1.89064	61,809	1.99608
14	44,255	1.42919	58,551	1.89089	60,443	1.95197	63,706	2.05737
15	45,204	1.45985	60,451	1.95223	62,341	2.01326	65,606	2.11871
16	46,153	1.49050	62,349	2.01354	64,240	2.07460	67,503	2.17999

## **ARTICLE 6.05. - Salary Regulations**

### **Section 1 - Written Contracts**

Each teacher contract shall state the salary determined by position on the salary schedule, divided by 1.03, the corporation's contribution of the teacher's portion due the Indiana Teachers Retirement Fund, separate from any additional amounts. Additional amounts including indices, educational track, years experience and extracurricular activities pay shall be listed separately. All contractual agreements between a teacher and the Board shall be shown on only one contract for the entire school year.

### **Section 2 - Non-Degree Teachers**

- (a) Non-degree teachers shall be compensated as per the Bachelors column in the salary schedule and the appropriate years of experience.
- (b) Vocational education teachers on the Bachelor's column of the teachers' schedule shall be placed at the Master's column of the teachers' salary schedule upon completion of an additional thirty-six (36) semester hours or five hundred forty (540) clock hours approved by the Superintendent or his designee.

### **Section 3 - Payroll Schedule**

Payments shall be made in 26 installments, as per the schedule on page 32-37, for each school year beginning September 8, 1995. A provision for a "direct deposit" is available and once chosen will be continued until the employee notifies the payroll department in writing to discontinue the option.

On those payroll dates which occur on a non-student attendance date, checks, for teachers not participating in direct deposit, shall be mailed to the teacher's home address, other designated address, or to the teacher's financial institution (if a deposit slip and/or an addressed envelope is provided the payroll office one week prior to the payroll date).

### **MONROE COUNTY COMMUNITY SCHOOL CORPORATION – PAYROLL DATES**

**2006-2007**

*1. September 15, 2006	14. March 16, 2007
2. September 29, 2006	15. March 30, 2007
3. October 13, 2006	16. April 13, 2007
4. October 27, 2006	17. April 27, 2007
5. November 10, 2006	18. May 11, 2007
6. November 24, 2006	19. May 25, 2007
7. December 8, 2006	20. June 8, 2007
8. December 22, 2006	21. June 22, 2007
9. January 5, 2007	22. July 6, 2007
10. January 19, 2007	23. July 20, 2007
11. February 2, 2007	24. August 3, 2007
12. February 16, 2007	25. August 17, 2007
13. March 2, 2007	26. August 31, 2007

\*Teachers new to the corporation, or who are returning from unpaid leave, in 2006-2007 shall be paid one-half of their first pay on September 1, 2006 (the last pay of the 2005-2006 schedule) and the second half of their pay on the scheduled payroll date (September 15, 2006). Contracts for those teachers will reflect 27 pays rather than 26.

## **MONROE COUNTY COMMUNITY SCHOOL CORPORATION – PAYROLL DATES**

### **2007-2008**

*1.	September 14, 2007	14.	March 14, 2008
2.	September 28, 2007	15.	March 28, 2008
3.	October 12, 2007	16.	April 11, 2008
4.	October 26, 2007	17.	April 25, 2008
5.	November 9, 2007	18.	May 9, 2008
6.	November 23, 2007	19.	May 23, 2008
7.	December 7, 2007	20.	June 6, 2008
8.	December 21, 2007	21.	June 20, 2008
9.	January 4, 2008	22.	July 4, 2008
10.	January 18, 2008	23.	July 18, 2008
11.	February 1, 2008	24.	August 1, 2008
12.	February 15, 2008	25.	August 15, 2008
13.	February 29, 2008	26.	August 29, 2008

\*Teachers new to the corporation, or who are returning from unpaid leave, in 2007-2008 shall be paid one-half of their first pay on August 31, 2007 (the last pay of the 2006-2007 schedule) and the second half of their pay on the scheduled payroll date (September 14, 2007). Contracts for those teachers will reflect 27 pays rather than 26.

## **MONROE COUNTY COMMUNITY SCHOOL CORPORATION – PAYROLL DATES**

### **2008-2009**

*1.	September 12, 2008	14.	March 13, 2009
2.	September 26, 2008	15.	March 27, 2009
3.	October 10, 2008	16.	April 10, 2009
4.	October 24, 2008	17.	April 24, 2009
5.	November 7, 2008	18.	May 8, 2009
6.	November 21, 2008	19.	May 22, 2009
7.	December 5, 2008	20.	June 5, 2009
8.	December 19, 2008	21.	June 19, 2009
9.	January 2, 2009	22.	July 3, 2009
10.	January 16, 2009	23.	July 17, 2009
11.	January 30, 2009	24.	July 31, 2009
12.	February 13, 2009	25.	August 14, 2009
13.	February 27, 2009	26.	August 28, 2009

\*Teachers new to the corporation, or who are returning from unpaid leave, in 2008-2009 shall be paid one-half of their first pay on August 29, 2008 (the last pay of the 2007-2008 schedule) and the second half of their pay on the scheduled payroll date (September 12, 2008). Contracts for those teachers will reflect 27 pays rather than 26.

### **Section 4 - Placement on the Salary Schedule**

A person's salary for a position shall be based only on the criteria of education, training, and years of experiences as applied to this schedule, plus assigned indices.

### **Section 5 - Prior Hourly Salary Rate**

No teacher shall receive a lesser hourly salary rate for his basic or primary assignment than he or she received during the preceding school year.

### **Section 6 - Experience Credit**

All allowed experience credit carried up through the preceding school year is to be used in determining the individual's salary placement.

### **Section 7 - Increments**

Annual increments shall be granted automatically.

### **Section 8 - College Credits Earned to Qualify for Higher Salary Schedule Classifications**

(a) Teachers who wish to claim additional training and/or the attainment of advanced degrees for salary schedule credit shall submit an official transcript verifying the training, the attainment of the advanced degree or both by no later than November 1 of each year to claim credit effective for the entire year. Teachers who wish to claim credit for the second semester shall submit an official transcript verifying the above by no later than February 15. Advancement on the salary schedule will be accomplished only after the receipt of the proper transcript and will then be retroactive to the beginning of the first semester or second semester as verified by the transcript. Additional training and/or the attainment of advanced degrees as verified must have been completed before the beginning of the appropriate semester in order to make the teacher eligible for salary schedule advancement.

For purposes of this Section, a teacher who has completed all requirements for an advanced degree, but who has not yet been awarded such degree, shall be granted salary schedule credit for such degree provided that the teacher complies with the above-stated requirements. Upon the awarding of the advanced degree, the teacher shall submit an official transcript confirming such award to the Director of Personnel.

(b) Eligibility for compensation under the provisions of the "Master's Degree plus 30 hours" and "Doctorate" column shall be subject to the following conditions:

- (1) Additional training beyond the Master's Degree shall consist of graduate hours accumulated after the attainment of the Master's Degree from recognized accredited institutions of higher learning in the subject field or area of responsibility to which the staff member is assigned.
- (2) Salary schedule credit for additional training beyond the Master's Degree in fields other than the staff member's subject field or area of responsibility or at the undergraduate level shall have the prior approval of the Superintendent.

### **Section 9 – National Board Certification**

A teacher who is certified by the National Board for Professional Teaching Standards or the National School of Psychology Certification Board will be paid an additional \$1500 during each school year he is so certified commencing with the school year following the school year in which the teacher obtains this certification. This additional \$1500 will no longer be paid commencing with the school year following the school year in which the teacher fails to obtain the recertification required to maintain this certification.

### **Section 10 - Outside Experience**

Teachers with experience outside the Monroe County Community School Corporation shall be given full credit on the salary schedule for previous experience determined in the same manner as the state support teacher equivalency factor for full years of service. Effective July 1, 1995, the years of experience credit granted to a newly employed teacher under this section may not exceed five (5) years without the Superintendent's and MCEA President's mutual determination that program needs cannot otherwise be met.

### **Section 11 - Other Teacher Experience**

In computing a teacher's salary, one (1) year of experience shall be recognized for one (1) school year of teaching experience in

- (a) any publicly or privately supported college, university, or institution accredited by the duly authorized agency of the state, territory or nation in which the college, university or institution is located;
- (b) any public or private elementary or secondary school accredited by the duly authorized agency of the state, territory or nation in which the public or private elementary or secondary school is located;
- (c) a school maintained by the U.S. Government for children of military personnel and/or other government employees either in the U.S. or in a foreign country, including teaching experience in Peace Corps service.

## **Section 12 - Military Experience**

Salary schedule credit for Military Service shall be granted for Military Service which occurs after the earning of the Baccalaureate Degree. All Military Service granted prior to May 30, 1974, shall continue to be granted for each employee who remains with the Monroe County Community School Corporation. Any persons employed after this date shall receive a maximum of four (4) years of Military Service granted for years served after the awarding of a Baccalaureate Degree. This rule shall be interpreted as requiring eight (8) months of Military Service and public school teaching within the school year in order to qualify. The school year is defined as July 1 through the following June 30.

## **Section 13 - Mileage Reimbursement**

The Board agrees to pay the Internal Revenue Service rate per mile to all teachers required to use their personally owned vehicles for transportation between schools or other places of assignment when their regular school day assignment includes more than one location and also to pay this mileage when any teacher is authorized verbally or in writing by the administration to use his personal automobile to transport students.

## **Section 14 – Grants**

Any teacher interacting with students outside of the normal instructional day shall receive the acceptable rate of twenty dollars (\$20.00) per hour.

Any teacher not having student contact outside the instructional day (i.e. writing curriculum, professional development) shall receive the acceptable rate of one hundred dollars (\$100.00) per day (six hour day), fifty dollars (\$50.00) per half day (three hours), or twenty dollars (\$20.00) per hour if less than three hours.

In situations where a grant limits the payment of stipends to less than the hourly rate established above, the amount of the stipend shall be mutually agreed upon by the Association and the Superintendent.

## **Section 15 – Professional Development**

Teachers shall be compensated for participating, outside the normal professional day, in district approved professional development in the following manner: one hundred dollars (\$100.00) per six hour day, fifty dollars (\$50.00) per three hour day.

## **Section 16 – Remediation Conferences**

1. ISTEP remediation conferences may be scheduled to be held during the school day, or outside of the school day.
2. For purposes of this Memorandum, the school “day” shall be defined as 8:00 a.m. to 2:30 p.m. for middle and high schools and 9:00 a.m. to 3:15 p.m. for all elementary schools.
3. If held during the school day, the teacher will request a substitute through the building principal. There will be no stipend paid for conferences held during the school day.

4. If held outside of the school day, the teacher shall be compensated at the rate of ten dollars (\$10) per conference.
5. Any teacher asked by the principal (or his/her designee) to attend the conference shall be compensated.
6. If a conference is scheduled, the teacher attends, and the parents do not attend, the teacher shall be compensated for his/her time as if the conference was held. Subsequent conferences scheduled with these parents/guardians shall be scheduled by the principal or his/her designee.
7. Teachers shall complete the Remediation Compensation Form and Log and return the form to the building principal.

## **ARTICLE 6.06. - Schedules for Athletics, Auxiliary Services and Extra Professional Responsibilities**

### **Section 1 - Base**

All indices shall be computed on the base salary for the Bachelors Degree teacher with zero (0) years teaching experience, prior to the calculation of the TRF contribution.

Placement will be determined on the basis of the number of years experience accumulated in the ECA assignment as of the beginning of the respective school year. This index amount is applied to the base as defined above. The calculated stipend will be divided by 1.03 (the TRF contribution) and the result is added to the teaching salary, and is included as part of the teacher's contract.

### **Section 2 - Positions**

- (a) The Board retains the right, from time to time, to create additional positions on the ECA schedule as it deems appropriate. In the event a position is created, the Board retains the right to make an initial assignment of the position or positions to the ECA schedule. In such event, however, the final placement of the position(s) on the ECA schedule will be negotiated by the parties.
- (b) No ECA position will be funded in whole or in part by public funds without creation of the position by the Board.
- (c) The list of positions for the ECA schedule is not an indicator of the number of individuals who may be hired to fill the position, nor is it an indicator that a position must be filled.

### **Section 3 - Co-Curricular Schedules**

#### Schedule I

Bradford Woods  
Middle School National Honor Society Sponsor  
High School National Honor Society Sponsor  
National Art Honor Society Sponsor  
National Foreign Language Honor Society Sponsor  
National Technical Honor Society Sponsor

#### Schedule II

Middle School Academic Coach  
Middle School Instrumental  
Middle School Science Olympiad  
Middle School Student Council  
Middle School Yearbook  
High School Business Professionals Sponsor  
High School Class Sponsor - 9 & 10

High School Science Olympiad  
High School STAND Sponsor  
High School Student Council  
Speech and Debate Coach  
Freshman Transition Coordinators (2 per high school)  
DECA  
FFA  
Health Occupations Students of America (HOSA)  
Family, Career and Community Leaders of America (FCCLA)

#### Schedule III

Middle School Band  
Middle School Choral Music  
\*Middle School Industrial Arts  
High School Class Sponsor - 11 & 12  
\*High School Industrial Arts  
High School Newspaper  
High School Yearbook  
\*Attendance Worker  
Social Worker  
\*Area Vocational School Auto Body Instructor  
\*Area Vocational School Auto Mechanics Instructor  
\*Area Vocational School Building Trades Instructor  
\*Area Vocational School Child Care Instructor  
\*Area Vocational School Commercial Foods Instructor  
\*Area Vocational School Drafting Instructor  
\*Area Vocational School Forestry and Groundskeeping Instructor  
\*Area Vocational School Machine Trades Instructor  
\*Area Vocational School Refrigeration/Heating/Air Conditioning Instructor  
Band Assistants  
Hoosier Spell Bowl Coach  
Problem Solving Team Sponsor  
Teacher Coordinators

\*Teachers receiving the additional stipend for the 1999-2000 school year will continue to receive the stipend for as long as they hold the position. A teacher first holding the position subsequent to the 1999-2000 school year will not receive the stipend.

#### Schedule IV

Academic Decathlon Coach  
Hoosier Academic Super Bowl Coach

#### Schedule V

High School Choral Music  
High School Dramatics  
High School Instrumental  
High School Assistant Band Director  
Counselor

#### Schedule VI

#### Schedule VII

## Schedule VIII

High School Band Director

## **Section 4 - Athletic Schedules**

### Schedule I

### Schedule II

Middle School Cheerleaders  
Middle School Intramurals  
Middle School Pompettes  
High School Intramurals

### Schedule III

Middle School Cross-Country  
Middle School Gymnastics  
Middle School Boys & Girls Basketball - 7 & 8  
Middle School Football - 7 & 8  
Middle School Swimming  
Middle School Volleyball - 7 & 8  
Middle School Track - 7 & 8  
Middle School Wrestling - 7 & 8  
High School Baseball - 9  
High School Softball - 9  
High School Track - 9  
High School Volleyball - 9  
High School Wrestling - 9  
High School Pompettes

### Schedule IV

High School Cheerleaders  
High School Boys & Girls Basketball - 9  
High School Football - 9  
High School Baseball - Assistant Varsity/Head Reserve  
High School Gymnastics - Assistant Varsity/Head Reserve  
High School Soccer - Assistant Varsity/Head Reserve  
High School Girls Softball - Assistant Varsity/Head Reserve  
High School Boys & Girls Swimming - Assistant Varsity/Head Reserve  
High School Boys & Girls Track - Assistant Varsity/Head Reserve  
High School Volleyball - Assistant Varsity/Head Reserve  
High School Wrestling - Assistant Varsity/Head Reserve

### Schedule V

High School Boys & Girls Cross-Country - Head Varsity  
High School Boys & Girls Golf - Head Varsity  
High School Soccer - Head Varsity  
High School Boys & Girls Tennis - Head Varsity  
High School Boys & Girls Basketball - Assistant Varsity/Head Reserve  
High School Football - Assistant Varsity/Head Reserve

Schedule VI

High School Gymnastics - Head Varsity  
High School Boys & Girls Swimming - Head Varsity  
High School Boys & Girls Track - Head Varsity  
High School Volleyball - Head Varsity

Schedule VII

High School Wrestling - Head Varsity

Schedule VIII

High School Baseball - Head Varsity  
High School Softball - Head Varsity

Schedule IX

High School Boys Football - Head Varsity  
High School Boys & Girls Basketball - Head Varsity/Trainer

**Section 5 - Regulations**

- (a) No coach may receive more than one index assignment in a given sport.
- (b) The above co-curricular positions are the only such positions which have been created by the Board. No teacher will be asked to assume any co-curricular position which has not been created by the Board.
- (c) Extracurricular Activity appointments will be recommended by the principal to the Superintendent and Board of School Trustees for approval. In recommending coaching responsibilities, the principal will make the recommendation only if the sport program in question meets the necessary requirements for a regulation HSAA program equivalent in length to other schools within the system.
- (d) The job responsibilities for athletic coaches as related to length of season, practices, games, meets, tournaments, and other coaching requirements shall be those outlined in the MCCSC Athletic Handbook which shall be supplied to each coach. Such job responsibilities shall be regarded as the minimum requirements for each coaching assignment and shall be changed only with the approval of the Superintendent of Schools.
- (e) If a locker room supervisor is employed from the certificated staff, that supervisor shall receive one-half Schedule V. The Board retains the right to employ a locker room supervisor who is not a certificated staff member.
- (f) The principals shall assign on an equitable basis among the professional staff members of the building or campus, duties regarded as necessary to the operation of the school day. Activities beyond the school day for which no additional compensation is paid shall be voluntary.
- (g) Activities beyond the school day requiring services of the teacher will be voluntary and may be compensatory as specified in the Schedule for Athletics, Auxiliary Services, and Extra Professional Responsibilities.
- (h) In those instances where insufficient staffing or supervising of athletic events cannot be secured through volunteers, the principal will authorize a token payment from the Athletic Fund of \$5.00 per workers.
- (i) Extracurricular appointments will be filled by staff members within the building if at all possible. If the building administrator cannot secure appointments from the building staff to fill all positions, the needs will be reported to the Personnel Office.

- (j) All reasonable efforts will be made to assign members of the bargaining unit before assignment is made outside the unit.

## Section 6 - Co-Curricular Schedules: 2006-2007

Monroe County Community School Corporation  
**CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS**  
**Effective for the 2006-2007 School Year**

CO-CURRICULAR BASE-CONTRACT = 29,187  
 RETIREMENT PICK-UP ADJUSTMENT = 3.00%  
 CO-CURRICULAR BASE-SALARY SCHEDULE = 30,063

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	0.0101	0.0286	0.0428	0.0571	0.0714	0.1000	0.1143	0.1428	0.1571
1	0.0101	0.0321	0.0464	0.0607	0.0785	0.1071	0.1214	0.1500	0.1642
2	0.0101	0.0357	0.0500	0.0643	0.0857	0.1143	0.1285	0.1571	0.1714
3	0.0101	0.0393	0.0536	0.0678	0.0922	0.1214	0.1357	0.1642	0.1785
4	0.0101	0.0428	0.0571	0.0714	0.1000	0.1285	0.1428	0.1714	0.1857
5	0.0101	0.0464	0.0607	0.0750	0.1071	0.1357	0.1500	0.1785	0.2035

### **2006-2007 CO-CURRICULAR SALARY SCHEDULE**

(Including employer pick-up of teacher retirement)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	304.00	860.00	1,287.00	1,717.00	2,146.00	3,006.00	3,436.00	4,293.00	4,723.00
1	304.00	965.00	1,395.00	1,825.00	2,360.00	3,220.00	3,650.00	4,509.00	4,936.00
2	304.00	1,073.00	1,503.00	1,933.00	2,576.00	3,436.00	3,863.00	4,723.00	5,153.00
3	304.00	1,181.00	1,611.00	2,038.00	2,772.00	3,650.00	4,080.00	4,936.00	5,366.00
4	304.00	1,287.00	1,717.00	2,146.00	3,006.00	3,863.00	4,293.00	5,153.00	5,583.00
5	304.00	1,395.00	1,825.00	2,255.00	3,220.00	4,080.00	4,509.00	5,366.00	6,118.00

### **2006-2007 CO-CURRICULAR CONTRACT AMOUNTS**

(Does not include Board pick-up of teachers' TRF contribution)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	295.00	835.00	1,249.00	1,667.00	2,084.00	2,919.00	3,336.00	4,168.00	4,585.00
1	295.00	937.00	1,354.00	1,772.00	2,291.00	3,126.00	3,543.00	4,378.00	4,793.00
2	295.00	1,042.00	1,459.00	1,877.00	2,501.00	3,336.00	3,751.00	4,585.00	5,003.00
3	295.00	1,147.00	1,564.00	1,979.00	2,691.00	3,543.00	3,961.00	4,793.00	5,210.00
4	295.00	1,249.00	1,667.00	2,084.00	2,919.00	3,751.00	4,168.00	5,003.00	5,420.00
5	295.00	1,354.00	1,772.00	2,189.00	3,126.00	3,961.00	4,378.00	5,210.00	5,940.00

Monroe County Community School Corporation  
 CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS  
**Effective for the 2006-2007 School Year**  
 (Does not include Board pick-up of teachers' TRF contribution)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0 Bi-wkly	295.00 11.35	835.00 32.12	1,249.00 48.04	1,667.00 64.12	2,084.00 80.15	2,919.00 112.27	3,336.00 128.31	4,168.00 160.31	4,585.00 176.35
Daily	1.59	4.51	6.75	9.01	11.26	15.78	18.03	22.53	24.78
Index	0.0101	0.0286	0.0428	0.0571	0.0714	0.1000	0.1143	0.1428	0.1571
1 Bi-wkly	295.00 11.35	937.00 36.04	1,354.00 52.08	1,772.00 68.15	2,291.00 88.12	3,126.00 120.23	3,543.00 136.27	4,378.00 168.38	4,793.00 184.35
Daily	1.59	5.06	7.32	9.58	12.38	16.90	19.15	23.66	25.91
Index	0.0101	0.0321	0.0464	0.0607	0.0785	0.1071	0.1214	0.1500	0.1642
2 Bi-wkly	295.00 11.35	1,042.00 40.08	1,459.00 56.12	1,877.00 72.19	2,501.00 96.19	3,336.00 128.31	3,751.00 144.27	4,585.00 176.35	5,003.00 192.42
Daily	1.59	5.63	7.89	10.15	13.52	18.03	20.28	24.78	27.04
Index	0.0101	0.0357	0.0500	0.0643	0.0857	0.1143	0.1285	0.1571	0.1714
3 Bi-wkly	295.00 11.35	1,147.00 44.12	1,564.00 60.15	1,979.00 76.12	2,691.00 103.50	3,543.00 136.27	3,961.00 152.35	4,793.00 184.35	5,210.00 200.38
Daily	1.59	6.20	8.45	10.70	14.55	19.15	21.41	25.91	28.16
Index	0.0101	0.0393	0.0536	0.0678	0.0922	0.1214	0.1357	0.1642	0.1785
4 Bi-wkly	295.00 11.35	1,249.00 48.04	1,667.00 64.12	2,084.00 80.15	2,919.00 112.27	3,751.00 144.27	4,168.00 160.31	5,003.00 192.42	5,420.00 208.46
Daily	1.59	6.75	9.01	11.26	15.78	20.28	22.53	27.04	29.30
Index	0.0101	0.0428	0.0571	0.0714	0.1000	0.1285	0.1428	0.1714	0.1857
5 Bi-wkly	295.00 11.35	1,354.00 52.08	1,772.00 68.15	2,189.00 84.19	3,126.00 120.23	3,961.00 152.35	4,378.00 168.38	5,210.00 200.38	5,940.00 228.46
Daily	1.59	7.32	9.58	11.83	16.90	21.41	23.66	28.16	32.11
Index	0.0101	0.0464	0.0607	0.0750	0.1071	0.1357	0.1500	0.1785	0.2035

## Section 6 - Co-Curricular Schedules: 2007-2008

Monroe County Community School Corporation  
**CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS**  
**Effective for the 2007-2008 School Year**

CO-CURRICULAR BASE-CONTRACT = 30,063  
 RETIREMENT PICK-UP ADJUSTMENT = 3.00%  
 CO-CURRICULAR BASE-SALARY SCHEDULE = 30,965

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	0.0101	0.0286	0.0428	0.0571	0.0714	0.1000	0.1143	0.1428	0.1571
1	0.0101	0.0321	0.0464	0.0607	0.0785	0.1071	0.1214	0.1500	0.1642
2	0.0101	0.0357	0.0500	0.0643	0.0857	0.1143	0.1285	0.1571	0.1714
3	0.0101	0.0393	0.0536	0.0678	0.0922	0.1214	0.1357	0.1642	0.1785
4	0.0101	0.0428	0.0571	0.0714	0.1000	0.1285	0.1428	0.1714	0.1857
5	0.0101	0.0464	0.0607	0.0750	0.1071	0.1357	0.1500	0.1785	0.2035

### **2007-2008 CO-CURRICULAR SALARY SCHEDULE**

(Including employer pick-up of teacher retirement)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	313.00	886.00	1,325.00	1,768.00	2,211.00	3,097.00	3,539.00	4,422.00	4,865.00
1	313.00	994.00	1,437.00	1,880.00	2,431.00	3,316.00	3,759.00	4,645.00	5,084.00
2	313.00	1,105.00	1,548.00	1,991.00	2,654.00	3,539.00	3,979.00	4,865.00	5,307.00
3	313.00	1,217.00	1,660.00	2,099.00	2,855.00	3,759.00	4,202.00	5,084.00	5,527.00
4	313.00	1,325.00	1,768.00	2,211.00	3,097.00	3,979.00	4,422.00	5,307.00	5,750.00
5	313.00	1,437.00	1,880.00	2,322.00	3,316.00	4,202.00	4,645.00	5,527.00	6,301.00

### **2007-2008 CO-CURRICULAR CONTRACT AMOUNTS**

(Does not include Board pick-up of teachers' TRF contribution)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	304.00	860.00	1,287.00	1,717.00	2,146.00	3,006.00	3,436.00	4,293.00	4,723.00
1	304.00	965.00	1,395.00	1,825.00	2,360.00	3,220.00	3,650.00	4,509.00	4,936.00
2	304.00	1,073.00	1,503.00	1,933.00	2,576.00	3,436.00	3,863.00	4,723.00	5,153.00
3	304.00	1,181.00	1,611.00	2,038.00	2,772.00	3,650.00	4,080.00	4,936.00	5,366.00
4	304.00	1,287.00	1,717.00	2,146.00	3,006.00	3,863.00	4,293.00	5,153.00	5,583.00
5	304.00	1,395.00	1,825.00	2,255.00	3,220.00	4,509.00	4,509.00	5,366.00	6,118.00

Monroe County Community School Corporation  
 CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS  
**Effective for the 2007-2008 School Year**  
 (Does not include Board pick-up of teachers' TRF contribution)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0 Bi-wkly	304.00 11.69	860.00 33.08	1,287.00 49.50	1,717.00 66.04	2,146.00 82.54	3,006.00 115.62	3,436.00 132.15	4,293.00 165.12	4,723.00 181.65
Daily	1.64	4.65	6.96	9.28	11.60	16.25	18.57	23.21	25.53
Index	0.0101	0.0286	0.0428	0.0571	0.0714	0.1000	0.1143	0.1428	0.1571
1 Bi-wkly	304.00 11.69	965.00 37.12	1,395.00 53.65	1,825.00 70.19	2,360.00 90.77	3,220.00 123.85	3,650.00 140.38	4,509.00 173.42	4,936.00 189.85
Daily	1.64	5.22	7.54	9.86	12.76	17.41	19.73	24.37	26.68
Index	0.0101	0.0321	0.0464	0.0607	0.0785	0.1071	0.1214	0.1500	0.1642
2 Bi-wkly	304.00 11.69	1,073.00 41.27	1,503.00 57.81	1,933.00 74.35	2,576.00 99.08	3,436.00 132.15	3,863.00 148.58	4,723.00 181.65	5,153.00 198.19
Daily	1.64	5.80	8.12	10.45	13.92	18.57	20.88	25.53	27.85
Index	0.0101	0.0357	0.0500	0.0643	0.0857	0.1143	0.1285	0.1571	0.1714
3 Bi-wkly	304.00 11.69	1,181.00 45.42	1,611.00 61.96	2,038.00 78.38	2,772.00 106.62	3,650.00 140.38	4,080.00 156.92	4,936.00 189.85	5,366.00 206.38
Daily	1.64	6.38	8.71	11.02	14.98	19.73	22.05	26.68	29.01
Index	0.0101	0.0393	0.0536	0.0678	0.0922	0.1214	0.1357	0.1642	0.1785
4 Bi-wkly	304.00 11.69	1,287.00 49.50	1,717.00 66.04	2,146.00 82.54	3,006.00 115.62	3,863.00 148.58	4,293.00 165.12	5,153.00 198.19	5,583.00 214.73
Daily	1.64	6.96	9.28	11.60	16.25	20.88	23.21	26.51	30.18
Index	0.0101	0.0428	0.0571	0.0714	0.1000	0.1285	0.1428	0.1714	0.1857
5 Bi-wkly	304.00 11.69	1,395.00 53.65	1,825.00 70.19	2,255.00 86.73	3,220.00 123.85	4,080.00 156.92	4,509.00 173.42	5,366.00 206.38	6,118.00 235.31
Daily	1.64	7.54	9.86	12.19	17.41	22.05	24.37	29.01	33.07
Index	0.0101	0.0464	0.0607	0.0750	0.1071	0.1357	0.1500	0.1785	0.2035

## Section 6 - Co-Curricular Schedules: 2008-2009

Monroe County Community School Corporation  
**CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS**  
**Effective for the 2008-2009 School Year**

CO-CURRICULAR BASE-CONTRACT = 30,965  
 RETIREMENT PICK-UP ADJUSTMENT = 3.00%  
 CO-CURRICULAR BASE-SALARY SCHEDULE = 31,894

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	0.0101	0.0286	0.0428	0.0571	0.0714	0.1000	0.1143	0.1428	0.1571
1	0.0101	0.0321	0.0464	0.0607	0.0785	0.1071	0.1214	0.1500	0.1642
2	0.0101	0.0357	0.0500	0.0643	0.0857	0.1143	0.1285	0.1571	0.1714
3	0.0101	0.0393	0.0536	0.0678	0.0922	0.1214	0.1357	0.1642	0.1785
4	0.0101	0.0428	0.0571	0.0714	0.1000	0.1285	0.1428	0.1714	0.1857
5	0.0101	0.0464	0.0607	0.0750	0.1071	0.1357	0.1500	0.1785	0.2035

### **2008-2009 CO-CURRICULAR SALARY SCHEDULE**

(Including employer pick-up of teacher retirement)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	322.00	912.00	1,365.00	1,821.00	2,277.00	3,189.00	3,645.00	4,554.00	5,011.00
1	322.00	1,024.00	1,480.00	1,936.00	2,504.00	3,416.00	3,872.00	4,784.00	5,237.00
2	322.00	1,139.00	1,595.00	2,051.00	2,733.00	3,645.00	4,098.00	5,011.00	5,467.00
3	322.00	1,253.00	1,710.00	2,162.00	2,941.00	3,872.00	4,328.00	5,237.00	5,693.00
4	322.00	1,365.00	1,821.00	2,277.00	3,189.00	4,098.00	4,554.00	5,467.00	5,923.00
5	322.00	1,480.00	1,936.00	2,392.00	3,416.00	4,328.00	4,784.00	5,693.00	6,490.00

### **2008-2009 CO-CURRICULAR CONTRACT AMOUNTS**

(Does not include Board pick-up of teachers' TRF contribution)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	313.00	886.00	1,325.00	1,768.00	2,211.00	3,097.00	3,539.00	4,4223.0	4,865.00
1	313.00	994.00	1,437.00	1,880.00	2,431.00	3,316.00	3,759.00	4,645.00	5,084.00
2	313.00	1,105.00	1,548.00	1,991.00	2,654.00	3,539.00	3,979.00	4,865.00	5,307.00
3	313.00	1,217.00	1,660.00	2,099.00	2,855.00	3,759.00	4,202.00	5,084.00	5,527.00
4	313.00	1,325.00	1,768.00	2,211.00	3,097.00	3,979.00	4,422.00	5,307.00	5,750.00
5	313.00	1,437.00	1,880.00	2,322.00	3,316.00	4,202.00	4,645.00	5,527.00	6,301.00

Monroe County Community School Corporation  
 CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS  
**Effective for the 2008-2009 School Year**  
 (Does not include Board pick-up of teachers' TRF contribution)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0 Bi-wkly	313.00	886.00	1,325.00	1,768.00	2,211.00	3,097.00	3,539.00	4,422.00	4,865.00
12.04	12.04	34.08	50.96	68.00	85.04	119.12	136.12	170.08	187.12
Daily	1.69	4.79	7.16	9.56	11.95	16.74	19.13	23.90	26.30
Index	0.0101	0.0286	0.0428	0.0571	0.0714	0.1000	0.1143	0.1428	0.1571
1 Bi-wkly	313.00	994.00	1,437.00	1,880.00	2,431.00	3,316.00	3,759.00	4,645.00	5,084.00
12.04	12.04	38.23	55.27	72.31	93.50	127.54	144.58	178.65	195.54
Daily	1.69	5.37	7.77	10.16	13.14	17.92	20.32	25.11	27.48
Index	0.0101	0.0321	0.0464	0.0607	0.0785	0.1071	0.1214	0.1500	0.1642
2 Bi-wkly	313.00	1,105.00	1,548.00	1,991.00	2,654.00	3,539.00	3,979.00	4,865.00	5,307.00
12.04	12.04	42.50	59.54	76.58	102.08	136.12	153.04	187.12	204.12
Daily	1.69	5.97	8.37	10.76	14.35	19.13	21.51	26.30	28.69
Index	0.0101	0.0357	0.0500	0.0643	0.0857	0.1143	0.1285	0.1571	0.1714
3 Bi-wkly	313.00	1,217.00	1,660.00	2,099.00	2,855.00	3,759.00	4,202.00	5,084.00	5,527.00
12.04	12.04	46.81	63.85	80.73	109.81	144.58	161.62	195.54	212.58
Daily	1.69	6.58	8.97	11.35	15.43	20.32	22.71	27.48	29.88
Index	0.0101	0.0393	0.0536	0.0678	0.0922	0.1214	0.1357	0.1642	0.1785
4 Bi-wkly	313.00	1,325.00	1,768.00	2,211.00	3,097.00	3,979.00	4,422.00	5,307.00	5,750.00
12.04	12.04	50.96	68.00	85.04	119.12	153.04	170.08	204.12	221.15
Daily	1.69	7.16	9.56	11.95	16.74	21.51	23.90	28.69	31.08
Index	0.0101	0.0428	0.0571	0.0714	0.1000	0.1285	0.1428	0.1714	0.1857
5 Bi-wkly	313.00	1,437.00	1,880.00	2,322.00	3,316.00	4,202.00	4,645.00	5,527.00	6,301.00
12.04	12.04	55.27	72.31	89.31	127.54	161.62	178.65	212.58	242.35
Daily	1.69	7.77	10.16	12.55	17.92	22.71	25.11	29.88	34.06
Index	0.0101	0.0464	0.0607	0.0750	0.1071	0.1357	0.1500	0.1785	0.2035

## **ARTICLE 6.07. – Activity Pass**

A teacher shall be entitled to attend, free of charge, all MCCSC extra-curricular activities for which the MCCSC charges admission upon presentation of his corporation issued photo ID.

## **ARTICLE 6.08. - Teaching Supplies and Materials**

### **Section 1 - General**

(a) All teachers will be apprised of the Corporation and individual building policies and procedures concerning the purchase and use of instructional supplies, materials and school equipment for the building to which such teacher is assigned.

## **ARTICLE 7.01. - Time Table for Negotiations**

Negotiations shall be initiated upon written request from the Board or the Association.

## **ARTICLE 7.02. - Final Agreement**

Within ten (10) days after the parties reach agreement on the contract, the Agreement will be reduced to writing and upon ratification by the Board and the Association will become a part of the official minutes of the respective parties. Three (3) copies of the signed agreement will be prepared and signed by the President of the Association and the Spokesperson of the Association Negotiating Team and the President of the School Board, the Superintendent of Schools, and the Spokesperson for the Board Negotiating Team.

In the absence of any of the above individuals, it shall be the responsibility of each party to this agreement to designate individuals to sign the final agreement. Copies will then become the property respectively of the Board, the Superintendent and the Association. The signed agreement and the collective bargaining shall constitute the official basis for the parties' continuing relationship. Interim amendments to either document may be made by mutual consent of the parties.

The Board and the Association mutually agree to prepare sufficient quantities of this Agreement so that all certificated staff and administration personnel shall be provided with a copy. The cost of preparing sufficient numbers of this Agreement shall be shared equally by the Association and the Board.

## **ARTICLE 7.03. - Legal Status**

All bargainable issues have been bargained during the negotiations leading to this agreement and no additional bargaining on these issues shall be conducted on any item, whether contained herein or not, during the life of this agreement.

## **ARTICLE 7.04. - Severability Clause**

Should any Article, Section, or Clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Contract, if not affected by the deleted Article, Section, or Clause.

## **ARTICLE 7.05. - Duration**

This Agreement shall remain in force from August 15, 2004, through August 14, 2006, at 12:01 a.m. It may be amended by mutual agreement by the parties. During the life of this Agreement the parties shall reopen negotiations on salary and salary related fringe benefits to take effect during the life of this Agreement.

For the Monroe County Community  
School Corporation

For the Monroe County Education  
Association

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James Muehling, President

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Linda Richardson, President

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Lois Sabo-Skelton, Secretary

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Sandra Steele, Spokesperson

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John P. Friel, Spokesperson

Passed by a majority vote of the Board's  
Membership in public session on the  
21<sup>st</sup> day of August, 2007

ATTEST:

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James A. Harvey  
Superintendent

**MEMORANDUM OF UNDERSTANDING:**

Between the Monroe County Community School Corporation  
And The Monroe County Education Association

Dated: Tuesday, January 16, 2001

**Frozen Policies**

The parties agree to the following understanding between themselves for the term of the 2000-2001/2001-2002 collective bargaining contract:

1. Board policies 3130, 3432 and 3220 will not be altered unilaterally during the term of the collective bargaining agreement ratified by the Board of School Trustees at its regular meeting on Monday, August 12, 1985.
2. The policies 3130, 9130, 3432 and 3220 may be altered through the discussion process upon mutual agreement.

The parties agree that the above shall not be interpreted as an amendment of the collective bargaining agreement currently existing between the parties.

Signed this 16th day of January 2001.

FOR THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION

*John R. Coomer*  
Dr. John R. Coomer, Superintendent

FOR THE MONROE COUNTY EDUCATION ASSOCIATION

*Bruce W. Hunsicker*  
Bruce W. Hunsicker, President, MCEA

**MEMORANDUM OF AGREEMENT:**

Between The Monroe County Community School  
Corporation and The Monroe County Education Association

Dated: August 27, 1997

**Special Area Teachers Assignments**

It is agreed during the term of this contract that special area teachers of elementary music, art and physical education will be assigned in accordance with the 50 unit scale described below. A unit shall be defined as 25 minutes for grades 1 through 6 and 20 minutes for Kindergarten. It is also agreed that any increased personnel costs created by utilizing the 50 unit instead of the 52 unit scale will be deducted from the amount of monies available for bargaining unit salary raises during the term of this contract.

Unit - 50	FTE - 50
1 - 5	.1
6 - 10	.2
11 - 15	.3
16 - 20	.4
21 - 25	.5
26 - 30	.6
31 - 35	.7
36 - 40	.8
41 - 45	.9
46 - 50	1.0
51 - 55	1.1
56 - 60	1.2
61 - 65	1.3
66 - 70	1.4
71 - 75	1.5

FOR THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION

*John R. Coomer*  
Dr. John R. Coomer, Superintendent

FOR THE MONROE COUNTY EDUCATION ASSOCIATION

*Bruce W. Hunsicker*  
Bruce W. Hunsicker, President, MCEA

**MEMORANDUM OF AGREEMENT:**

Between The Monroe County Community School Corporation and The Monroe County Education Association

Dated: August 21, 2007

**Retroactive Pay for the 2006-2007 School Year**

The Monroe County Community School Corporation and the Monroe County Education Association agree that retroactive pay shall be paid pursuant to the Salary schedule for the 2006-2007 school year to:

- (1) Teachers who were under contract with the Monroe County Community School Corporation and received compensation during the 2006-2007 school year who are still under contract with the Monroe County Community School Corporation as of the date of the approval of the 2006-2009 Agreement.
- (2) Teachers who were under contract with the Monroe County Community School Corporation and received compensation during the 2006-2007 school year who retired during the 2006-2007 school year and were eligible for retirement benefits pursuant to the Agreement.
- (3) Teachers who were under contract with the Monroe County Community School Corporation and received compensation during the 2006-2007 school year who died during the 2006-2007 school year.

The parties further agree that the retroactive pay will include any additional monies paid by the employee for health or dental premiums. This retroactive pay will be paid in one separate check.

**FOR THE MONROE COUNTY EDUCATION ASSOCIATION:**

*Linda C. Richardson*  
Linda C. Richardson, President

**FOR THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION:**

*James A. Harvey*  
James A. Harvey, Superintendent

**MEMORANDUM OF AGREEMENT:**

Between The Monroe County Community School  
Corporation and The Monroe County Education Association

Dated: August 21, 2007

**School Psychologist**

The Monroe County Community School Corporation and the Monroe County Education Association agree to the following:

The building principal shall consult with the school psychologist prior to assigning space within the building for testing and consultation of students.

**FOR THE MONROE COUNTY EDUCATION ASSOCIATION:**

*Linda C. Richardson*  
Linda C. Richardson, President

**FOR THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION:**

*James A. Harvey*  
James A. Harvey, Superintendent

**1. System Seniority**

- a. A system-wide seniority list will be compiled by October 15, 1981, and kept current thereafter. Length of service in the MCCSC will be commensurate with the date of the signing of the teacher's initial contract or letter of intent, whichever is earlier. The seniority list will contain all persons currently under contract and on approved leaves of absence effective August 15, 1993, length of service for employee hired on or after August 15, 1993, and holding a valid Indiana teaching license will begin with the first day of employment when services are scheduled to be rendered. Length of service ties between employee will be broken based upon the date of their signing the contract if that date is the same, then the tie will be broken by using the date which the employee signed a letter of intent for employment.
- b. Leaves of absence, which currently allow teachers to accumulate seniority, will be honored. Creditable service will be limited to years of actual service with the Monroe County Community School Corporation plus time accrued under leave(s) of absence.
- c. A break in service through other leaves or resignations will be subtracted on a school day basis from system seniority and will be noted on the seniority list. A "break in service" means any non-paid periods or periods of resignation but shall not include school year breaks, reduction-in-force leaves (section 5.g.) or sabbatical leaves (Collective Bargaining Contract, Article 4.10, Section 1).
- d. The seniority list will reflect a single system-wide seniority in all certification areas appearing on the teacher's Indiana license.
- e. It is the teacher's responsibility to maintain certification which will establish proper seniority.
- f. Sub-lists will be generated which list system-wide seniority in each area for which MCCSC teachers hold certification.
- g. In order to provide a time frame during which assignment, reduction and transfer may be planned for the following year, those teachers who add certification areas after March 15 will assume the lowest position on that certification area seniority list for the upcoming school year only.
- h. In the event of a conflict between two such persons, seniority will be determined on the basis of the date upon which the Personnel Office is advised officially that the certification has been added.
- I. On March 15 of the following year, the seniority list will be for all areas of certification, including the newly added area.
- j. Teachers employed on a temporary contract for a period of six (6) months or more in a school year provided:
  - (1) they are employed without a break in service from one school year to the next; and
  - (2) that subsequent to their employment on a temporary contract, they are employed on a regular teacher's contract, shall have their system seniority and building seniority provided there is no change in building assignment determined from the date of the signing of their original letter of intent or temporary contract, whichever is earliest.

**2. Building Seniority**

- a. System seniority rights are based upon longevity with the school system, rather than assignment to a building. The frequent transfer of teachers from one school to another tends to disrupt the educational program and interferes with the teaching effectiveness. Reasonable efforts will be made to return staff members to their original buildings.

- b. In addition to system-wide seniority, a teacher accumulates and maintains Building Seniority in all certification areas based upon yearly service within a given school building.
- c. Building seniority lists will be established and maintained reflecting years of service. A building list will be sub-divided into lists reflecting seniority within a building's certification areas.
- d. The building list will include all teachers currently under contract, on approved leaves of absence, assigned as teachers or coordinators of special programs, and, working in federally funded positions, who hold years of experience in a building prior to entering the federally funded program. Building seniority will be the school year when first assigned.
- e. Teachers who serve more than one building as a traveling teacher (such as music, physical education, art, library, speech and hearing therapy) and teachers who are assigned as special education or kindergarten may be reassigned between buildings to accommodate changes in student population. Teachers identified in this paragraph who hold other certification and who wish to remain in a single building will have the time accrued in that building pro-rated and counted as building seniority.
- f. Teachers who request and are granted personal transfers do not carry building seniority.
- g. Teachers who choose voluntary transfer by teacher-exchange will accumulate building seniority in their new building and will maintain, but not increase, seniority in their previous building.
  - (1) At such a time as they must leave their teacher-exchange building, the previous building seniority will be weighed to determine return to the previous building.
  - (2) At such a time as the building seniority from the previous building and the teacher-exchange building become equal, the teacher will declare the building which he wishes to maintain. The other seniority will be discontinued.

### 3. Transfers

- a. Transfers will be completed only with the approval of the immediate supervisor of the school to which the transfer is to be made.
- b. No teacher will be assigned to a position for which he is not certified.
- c. Returning teachers will be advised by the end of school of their probable assignment for the succeeding year. The principal or immediate supervisor will advise teachers at the earliest possible time of those instances in which changes in such assignments become necessary.

### 4. Personal Transfer

- a. An annual survey of the professional staff will be conducted to determine the availability of staff members for employment during the ensuing year. A form for this purpose will be returned to the Personnel Office by the second Friday in February. The survey will request information about: (1) the teacher's intent to return to the MCCSC, (2) the teacher's indication that his professional plans are undecided, (3) the teacher's intent not to return to MCCSC, and (4) the teacher's interest in other teaching, extracurricular activity, or administrative positions within the corporation. This form will be returned to the building principal and forwarded to the Personnel Office.
- b. The Personnel Office will post all certified and administrative vacancies on an official notice. Notifications of these postings will be sent to all certified staff members via their school e-mail addresses. No classroom vacancies will be posted until all involuntary transfer and recall lists in those certification areas are exhausted. Once the original posting of the vacancy has taken place, staff members will have five (5) school days or

seven (7) calendar days, whichever is shorter, to notify the Personnel Office in writing of interest in the position. The Personnel Office will process all internal requests for transfers for available vacancies prior to beginning the processing of applications from other sources. In filling positions, preference will be given first to teachers required to transfer out of a school. In the case of personal transfers, where qualifications are equal, preference will be given first to presently employed teachers over newly hired teachers.

- c. Responses to postings will be acknowledged and interviews will be arranged according to available vacancies.
- d. No teacher will be discriminated against because of a request to transfer.
- e. Staff members who have indicated a wish to transfer will notify the Personnel Office in writing immediately upon determining the transfer is no longer desired.
- f. A request for transfer does not automatically terminate the teacher's present position. The teacher has the option of declining an available opening if that position is unacceptable to the teacher.

5. Reduction in Force

- a. When a reduction in the number of certificated positions or a reduction in the number of teachers in an individual school or department becomes necessary through an unforeseen change in student population, a change in pupil-teacher ratios, a closing of a school or other circumstances, the positions which will be reduced and their respective location will be identified at least forty-six (46) days prior to the end of the school year. On that day, a staffing list of the levels and positions in each building will be announced.
- b. Teachers who have been hired to achieve affirmative action for racial and ethnic balance and no more than two (2) high school band directors are exempt from reduction-in-force in any year, except as provided by law.
- c. When the reduction takes place in an individual building or department, the position(s) or percentage of position eliminated will be the position(s) of those teachers holding the least amount of building seniority as defined in Section 2.
- d. Where staff members are identical in having low building seniority, the position(s) eliminated will be the position(s) of the teacher having low system seniority.
- e. Where building position or portions of positions have been eliminated, teachers will be placed on the involuntary transfer list for their appropriate contract percentages in order of system seniority in all certification areas.
- f. Where the reduction takes place in an individual building or department, the number of Involuntary Transfers with low seniority may be reduced if more senior staff members volunteer for the Involuntary Transfer list within four (4) days following the announcement of the staffing level for the building. Such transfer is treated as an involuntary transfer.
- g. A teacher may be granted a voluntary leave of absence for one (1) school year without renewal as to reduce the number of lay-offs. Those teachers who take voluntary leaves in order to reduce the number of lay-offs will retain seniority and credit on the salary schedule. This leave may not be used to extend any other leave with the exception of extended professional leave (Article 4.03), nor may any other leave be granted in the following school year. Reemployment is contingent upon appropriate notice. Appropriate notice means that the teacher shall notify the School Corporation in writing of his intent to return prior to March 15.
- h. The Involuntary Transfer list will then be compared--position by position, certification area by certification area--to the System Seniority List.
- i. Those persons on the Seniority List who hold less system-wide seniority than persons on the Involuntary Transfer list will be notified on or before forty-six (46) days prior to the end of the school year that they will

not be employed for the succeeding year and they will be placed on a recall list in order of system seniority in all certification areas.

- j. Those persons on the Involuntary Transfer list who hold the least system seniority and for whom a position is not available, will also be notified and will be placed on the Recall List in order of system seniority in all certification areas, except no permanent teacher will be placed on recall before a semipermanent or non-permanent teacher holding appropriate certification, and no semipermanent teacher will be placed on recall before a non-permanent teacher holding appropriate certification.
- k. The process outlined in this section will result in an Involuntary Transfer List made up of teachers who are qualified to fill all available positions (each person on the Involuntary Transfer List will be offered a job for the succeeding school year) and a Recall List of teachers who have been notified that they will not have a position in the succeeding school year, except as outlined in Section 6.
  - l. Teachers will be advised upon employment that a dismissal notice may be issued to them as a result of reduction in force requirements.

6. Recall

- a. As additional positions become available as a result of resignation, retirement, placement in a federally funded program, or approved leaves of absence, teachers on the Recall List with certification in the affected area will be notified that they have been placed on the Involuntary Transfer List and will be placed in a teaching position effective with the first day of school in the fall.
- b. It is in the best interest of both the teachers and the MCCSC to notify recalled teachers as soon as possible. However, should a teacher on recall accept a position with another school corporation, the teacher will be allowed to complete contractual obligations to that school corporation before returning to the MCCSC and will gain salary schedule advancement rights, seniority, and placement on the Recall and/or Involuntary Transfer List.
- c. Teachers on Involuntary Transfer whose positions were funded with funds outside the MCCSC general fund will be returned to their original positions when support for the program is officially verified.
- d. Teachers in federally or non-locally supported programs are subject to the same seniority rights and limitations as teachers in locally funded programs.
- e. A teacher dismissed under the terms of Section 5 will remain on recall until an offer of employment in the area of the teacher's certification has been extended and refused, in which case, employment obligations of the MCCSC to the teacher terminates. An offer of employment consists of the delivery of a standard MCCSC Letter of Intent to employ in person or by depositing the Letter of Intent in U.S. Mail directed to the current address of the teacher as it exists in the Personnel Office.

Any teacher who has been laid off and not recalled for the ensuing school year will be notified by the personnel office of the requirement to provide the personnel office with a current address. The laid off employee is to indicate, in writing, to the personnel office by March 1st of their continued availability and desire to return to regular employment in the MCCSC. In the absence of this notification, the laid off employee terminates recall rights.

- f. Any teacher who is laid off and who reaches mandatory retirement age during the period covered by the provision for recall, upon application, will be considered for an extension of mandatory retirement by the Board of School Trustees.
- g. A permanent teacher will be given a period of three (3) years to qualify for a new teaching position when no position in that teacher's certification area exists. Upon completion of new certification, the teacher will be

given preferential consideration for openings which may occur in that area.

- h. Teachers who have not been recalled within three (3) years of their termination, due to a reduction-in-force, will be given consideration of future open positions in their areas of current certification but do not retain automatic recall rights after this three-year period.

7. Involuntary Transfer

- a. A list of positions available and the Involuntary Transfer List will be made available to all supervisory personnel. It will be the responsibility of the Personnel Office to work with the teachers and the supervisors to fill positions with teachers from the Involuntary Transfer List prior to the opening day of school in the fall.
- b. Teachers who are placed in a position from the Involuntary Transfer List will accumulate and carry System Seniority which becomes Building Seniority in the new assignment even if that assignment happens to be in the same building from which the position was originally eliminated.
- c. Once System Seniority becomes Building Seniority under this section, rights to seniority accumulated in other buildings are waived. A teacher may have seniority rights in more than one building provided Building Seniority has not been carried to a new building.
- d. The building or program where an involuntary transfer occurred, either through 5e or 5f of policy 3130, cannot employ a new teacher in the same area of certification in that building or program until the previously transferred teacher has returned to the building. Exceptions to this procedure can be made through the mutual agreement of both principals and the Director of Personnel.

8. Administrative Transfers

- a. In the best interest of the school staff and program, transfers may be recommended by the immediate supervisor. Teachers so transferred will be placed on the Involuntary Transfer List in accordance with the provisions of Section 5.
- b. During a period of reduction in force, Administrative Transfers will not be made in any certification area that is affected by teachers on the Involuntary Transfer or Recall Lists which ultimately result in the loss of a position to a bargaining unit member.

9. Part-time Certified Staff

- a. Less-than-full-time certified staff members build seniority rights as per the percentage of time employed within the system, a building, and/or certification area as outlined for all other employees.
- b. Whenever the percentage of a position is changed, the teacher holding the position will have the following options.
  - (1) Whenever a position is increased, the teacher assigned to that position will assume the increased position or become an Involuntary Transfer under Section 7.
  - (2) Whenever a teacher holds more than one part-time assignment, any of which is/are increased, the teacher will assume the full-time position, voluntarily accept a reduction to the remaining position, or become an Involuntary Transfer under Section 7 to the equivalent percentage of his contract.
- c. Part-time employees will be given full-time employment in the MCCSC when openings occur in the area of certification or department in which they were initially employed provided:
  - (1) All more senior teachers within the appropriate areas of certification have been assigned under the provisions of this article.

(2) The part-time employee has requested full-time employment via latest annual survey or in response to a posting.

- d. Recalled staff members eligible for a given percentage position may accept a lesser percentage without losing their rights to full-time employment when available.
- e. Part-time teachers currently employed by the corporation who refuse an offer of an increased assignment after the first 30 calendar days of the school year assume a position on the following year's recall list for their original percentage of employment.

10. Extracurricular Activity Transfers

- a. Teachers taking voluntary transfers to fill extracurricular activity positions on the Co-Curricular and Athletic Schedules will be treated as involuntary transfers for the purpose of accumulating building seniority.
- b. There will be no Involuntary or Administrative Transfers during RIF to accommodate extracurricular activity positions on the Athletic Schedule except as provided in the following:

Teachers who have initially been hired to fill an extra curricular activity assignment on the Athletic Schedule, and who resign or are removed from that extra curricular activity assignment, may be involuntarily transferred to accommodate the hiring of a teacher to fill that extracurricular activity assignment only if transferred in the school year immediately following the extracurricular activity resignation.

11. Resource

- a. The Association will have the right to review all teacher transfers and recall lists and all assignments made due to teacher reductions.
- b. All lists compiled under this article and all documents relating to certification and seniority dates will be updated to continually reflect the current status and will be shared with the MCEA representatives.
- c. The provisions of this policy are grievable under Article 3.00 of the Collective Bargaining Contract.

Guidelines Approved: 12/7/67

Revised: 4/15/71, 5/10/72, 11/16/72, 4/4/74, 2/13/75, 5/29/75, 6/23/77, 8/13/81 (effective 10/1/81), 3/29/83, 8/9/83, 8/14/84, 8/12/85, 7/30/87, 7/10/89, 8/27/97 (Collective Bargaining)

## **SICK LEAVE BANK** Policy 3432

A sick leave bank shall be established to relieve its members from undue financial burdens due to absence from work because of illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable. The purpose of the bank is not to provide compensation for extended disabilities. All members are urged to participate in the corporation approved disability and income protection plans and to utilize available salary schedule fringe benefits to offset plan costs.

### **SICK LEAVE BANK**

Guidelines 3432

1. The sick leave bank will be established for the voluntary participation of all teaching and administrative personnel of the Monroe County Community School Corporation.
2. Membership in the bank program will be open to all teaching and administrative personnel. Teachers serving on temporary contracts are not eligible for participation in the Sick Leave Bank. A member will be defined as a teacher or administrator who has made at least the required minimum initial contribution of sick leave days to the bank at the appropriate time of enrollment.
3. All participants in the sick leave bank will make a contribution of six (6) days to establish a sufficient pool of days from which to draw. This contribution will be at the rate of at least two (2) days per year until the full number of six (6) days is contributed. Sick leave days donated to the bank are considered a permanent contribution and are not transferable to another school corporation.
4. Members may be asked to contribute additional days when in the judgement of the Sick Leave Bank Committee the necessity arises. When such an additional assessment is required (as in 1992-1993), members who have either met the previous requirement or who have contributed less than the requirement will only be eligible for continuing membership in the sick leave bank program upon contribution of either the increase or at least two (2) days per year (whichever is less) until the contribution level called for in paragraph 3 is reached.
5. Opportunity for enrollment will be extended in the following manner:
  - a. All new teachers will be allowed to enroll by contributing two (2) sick leave days per year until the contribution level called for in paragraph 3 is reached. New employees will have a period of seven (7) weeks subsequent to their first day of employment to join. Teachers electing not to participate in the sick leave bank must sign two (2) copies of a waiver, one to be kept on file with the Corporation and one sent to the Association. A list of those new hires not yet enrolled in the sick leave bank, including those who have signed the waiver, will be forwarded to the Association president by September 15<sup>th</sup> of each school year with the understanding that the Association will contact these teachers. Teachers who signed a waiver may rescind the waiver and join the sick leave bank provided they do so within seven (7) weeks subsequent to their first day of employment.
  - b. Teachers returning to service after resignation or leave of absence who were not under contract after October 15, 1980, may join under the same conditions as a new employee.
  - c. An opportunity for enrollment in the sick leave bank will be extended to all non-members between the beginning of the 2004-05 school year and October 1, 2004. Non-members who enroll in the bank under this subsection waive the right to claim sick leave bank assistance for pre-existing conditions as defined by the MCCSC health insurance plan (conditions existing within the six [6] month period prior to enrollment) until they have been in the sick leave bank for two (2) years. [See also: paragraph 3 above]
  - d. Enrollment forms will be distributed by building administrators to eligible employees at the beginning of each school year.
6. The Personnel Office will maintain a record of the total number of days in the bank based on these voluntary

contributions. This deduction will come from the individual's sick leave days no later than October 15.

7. Any participating member who has exhausted his or her accumulated sick leave and who has also used three (3) uncompensated sick leave days will be eligible to apply to the Sick Leave Bank committee. The number of days granted to any member during any school year will be limited as follows:

<u>Years of Service to MCCSC</u>	<u>Maximum Number of Number of Days Per Year</u>	<u>Days in any Four- Year Period</u>
0-4	60	120
5-9	90	180
10 & over	120	240

Applications will be made in writing to the Committee and will be accompanied by a physician's statement describing the nature of the disability. Application for a grant may be made by a personal representative of the applicant in cases where the individual participant is unable to do so. Any persons with unusual circumstances not accounted for above may be allowed sick leave bank benefits on an individual basis with the approval of the Sick Leave Bank Committee.

8. After a member of the sick leave bank has drawn a total of days equal to the total required contribution from the pool, he shall repay one (1) full sick leave day for every two (2) additional days granted from the pool. This reimbursement rate shall not exceed two (2) days per contract year except as follows: at the time of retirement, resignation, or long-term disability, days still owed at the one-for-two rate shall be immediately deducted from the member's accumulated sick leave until either the debt is met or ASL is exhausted, whichever is less, and no additional assessment for non-reimbursed days shall occur.
9. Upon notification from the Sick Leave Bank Committee, the Personnel Office will charge to the sick leave bank or deduct contributions or reimbursements from a member's ASL and credit such to the sick leave bank.
10. The sick leave bank will be administered by a committee of six participants who will be appointed for two (2) year staggered terms, by the President of the MCEA and the Superintendent. The MCEA President will appoint four (4) committee members and the Superintendent will appoint two (2) committee members. The first appointments will be made as follows: The MCEA President will appoint two (2) members for one (1) year terms and two (2) members for two (2) year terms. The Superintendent will appoint one (1) member for a one (1) year term and one (1) member for a two (2) year term. The entire membership of the committee will select one of the members to act as chairperson for the duration of the school year. The committee will meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the committee members. A majority of committee members will be required for any official action of the committees.
11. The Sick Leave Bank Committee may grant, deny, or suspend grants of sick days from the bank. Grants may be retroactive or may be made in advance.
12. The Sick Leave Bank Committee may ask the applicant to be examined by a physician, specialist, or psychiatrist designated by the committee before granting such leave and at any time during the leave at the expense of the applicant.

**Parent/Student Complaints**

Constructive criticism and commendation of the schools and its personnel are welcome by the Board of School Trustees as a means of improving the quality of the educational program and school services to the community.

In supporting the staff in the performance of its duties, the Board of School Trustees places trust in its employees and wishes to protect them from unnecessary and unwarranted attack. Recognizing that legitimate concerns arise, the Board wishes to establish procedures which will facilitate the rights of both the school employee and the individual registering a concern or complaint.

School personnel shall attempt to resolve any concern, problem or complaint at the lowest possible level.

Individual School Board members shall refer all complaints concerning school personnel to the Superintendent for investigation and impartial review.

**I. Informal Procedures****A. Complaint Procedures**

1. Complaints concerning school personnel will be referred to the employee's chief building administrator for investigation.
2. When any investigation requires discussion of the complaint with the school employee involved or with the school employee's colleagues, the school employee against whom the charge is filed shall be notified of the nature and source of the complaint.
3. Chief building administrators will attempt to resolve each complaint on an informal basis in cooperation with the complainant and the school employee.
4. Prior to any meeting with the complainant, the school employee will be given the opportunity to meet with the building principal to discuss the complaint and will be given the opportunity to provide a written response to the complaint.
5. All meetings under this section of the regulations will be held in private and will be conducted informally. Every attempt will be made to resolve the complaint at this level.
6. No transcript will be made of these meetings. Tape recording devices will not be permitted. Records will be limited to the written notes of the parties.
7. At any meetings, the complainant and the school employee will have the right to:
  - a. Present evidence regarding the facts of the complaint;
  - b. Be assisted by appropriate representation. The presence of other outside parties, such as witnesses, will not be permitted.
8. Meetings at the chief building administrator level will be held as soon as possible but within ten (10) school days following receipt of the complaint. A report of the meeting and any decision will be

provided in writing to the parties and the Superintendent within two (2) school days following the meeting.

B. Informal Investigation - General Guidelines

In handling any complaint, the principal will:

1. Gather information from both parties to the complaint;
2. Be responsible for conducting the complaint investigations or meetings in a manner which protects the rights of all involved parties;
3. Provide for privacy and a confidential handling of the matter;
4. Cause the complaint and relevant information to be written should the complaint not be resolved by informal means.

II. Student/Parent Complaints--Formal Procedure

If, after informal procedures have been exhausted, the complainant feels that the complaint has not been satisfactorily resolved, the complaint may be formalized. The formalized complaint shall be in writing. The school employee shall be given copies of the charges and all relevant documentation within two (2) school days of the filing of the charges. Any charges will be substantiated at the informal meeting with the principal and the complainant or at the formal hearing.

Student/parent complaints shall be filed under the general provisions of I.C. 20-8.1-5-14, where a student or his parent believes that the student is being improperly denied participation in any educational function of the school corporation or is being subjected to an illegal rule or standard and, as outlined below. Hearings conducted as a result of such student/parent complaints shall be conducted under the provisions of I.C. 20-8.1-5-10 and as outlined below. These procedures do not entitle a student or a parent to initiate a hearing involving a grade or grades given the student for courses taken.

- A. Written Complaint--A written complaint must be filed by the student/parent with the Superintendent within ten (10) school days of receipt of a decision of the chief building administrator at the informal stage.
- B. Appointment of Hearing Examiner--Within one (1) school day of the filing of the written complaint, the Superintendent will appoint a Hearing Examiner.
- C. Hearing Examiner's Responsibilities--The Hearing Examiner shall have the following duties:
  1. To give notice of the complaint to the parties affected;
  2. To schedule a hearing if a hearing is requested or necessary, at a specified date, time, and place with the authority to postpone the date and time or change the place for any good cause;
  3. To ensure that any records of the student or any statements of witnesses are available to the complainant, school employee and their representatives before the hearing;
  4. To be available before the hearing to answer any questions the complainant, the principal, school employee(s) or the representative of any of the parties may have about the nature and conduct of the hearing;
  5. To take full charge of the hearing subject to the provisions of I.C. 20-8.1-5 *et seq.*;
  6. To prepare findings of fact and recommendations as provided above and transmit them to the Superintendent within two (2) school days after the hearing.

- D. Request for Hearing--A request for a hearing by the complainant, principal or school employee will be made to the Hearing Examiner in writing within ten (10) calendar days after the Hearing Examiner's written notification is received. The request may be delivered to the Hearing Examiner in person or by certified mail.
- E. Waiver of Rights--If a hearing is not requested within ten (10) calendar days following receipt of the Hearing Examiner's written notification, all rights, administratively and judicially, to contest and appeal the decision of the chief building administrator will be waived.
- F. Hearing Notice--If a hearing is requested, the Hearing Examiner will schedule the hearing and notify the complainant, principal(s), and school employee(s) involved of the time and place within two (2) school days or such additional time as is reasonably necessary, not to exceed an additional two (2) school days. The hearing will be held within a period of five (5) school days after it is scheduled. No hearing will be held upon less than two (2) days' notice to the complainant, school employee(s), and all other parties involved, except with the consent of all involved parties. The Hearing Examiner may reschedule the hearing for good cause.

Once a hearing is requested, it may be waived by the requesting party; such a waiver must be in writing and signed by the requesting party and will be valid only if made voluntarily and with knowledge of the hearing procedure and the consequences of the waiver.

- G. Hearing Procedure--Hearings conducted as a result of student/parent charges shall be conducted under the provisions of I.C. 20-8.1-5-10 and as outlined below:
  - 1. The Hearing Examiner will chair the proceedings.
  - 2. In conducting the hearing, the Hearing Examiner will not be bound by the rules of evidence or any other courtroom procedure.
  - 3. All testimony will be under oath, and the Hearing Examiner will be authorized to administer the oath.
  - 4. The hearing may be attended by the Hearing Examiner, the Superintendent, the principal, the complainant, school employees involved, the representative of the complainant, and the representative of the school employee involved. The counsel for the school corporation may attend when the Hearing Examiner or the Superintendent deem it advisable. The hearing shall be closed to the public.
  - 5. Witnesses should be present only when they are giving information at the hearing. If a student's psychological or emotional problems are being discussed, the student may be excluded at the discretion of the Hearing Examiner, with the concurrence of the student's parent.
  - 6. The school employee's and the complainant's representatives may be, but need not be, attorneys.
  - 7. The Hearing Examiner may exclude anyone from the hearing whose actions disrupt an orderly proceeding.
  - 8. The school employee(s) and the complainant may speak in their own defense and may be questioned on their testimony. They may also choose not to testify and there will be no threat of punishment or later punishment for refusal to so testify.
  - 9. The parties will present to the Hearing Examiner statements in affidavit form of any person having information about the charges and all relevant documentation, but not unless such statements and records have been made available to the other parties involved or their representative(s) prior to the hearing. If the Hearing Examiner deems it necessary, the information contained in such records will be explained and interpreted at the hearing, or prior thereto to the other parties and/or their representative(s) by a person trained in their use and interpretation.
  - 10. The school employee, his representative, the complainant, the complainant's representative, the

principal, or the Hearing Examiner may ask witnesses to testify at the hearing provided that all parties are apprised of the identity of the witnesses before the hearings. If, in the opinion of the hearing examiner, the disclosure of the witnesses' names prior to the hearing shall subject such witnesses to unreasonable harassment, then the prior disclosure of witnesses' names shall not be required.

11. The school employee, his representative, the complainant, the complainant's representative, the principal, or the Hearing Examiner will have the right to examine or cross-examine any witness giving information at the hearing. The Hearing Examiner may, however, limit the right of any party to examine or cross-examine any witness to the extent that such examination is abusive or interferes with the conduct of an orderly hearing.
12. Evidence presented at the hearing will either be recorded by shorthand reporter or taped. The school corporation will choose the recording method. If the recording is requested by the student, and if the student is reasonably unable to pay the cost for the record, the school corporation will do so.
13. The Hearing Examiner will report his or her findings and recommend action to be taken, to the Superintendent, within two (2) school days of the hearing. In making his or her report, the Hearing Examiner will explain the reasons for the particular action recommended in terms of the needs of both the complainant and the school corporation.
14. Any person giving evidence by affidavit or in person at a hearing will be given the same immunity from liability as a person testifying in a court case.

H. Superintendent's Determination--Once the Hearing Examiner has reported findings and recommendations to the Superintendent, a determination will be made and reported to the school employee(s) and the complainant within two (2) school days. The determination by the Superintendent may change or revoke the sanction recommended by the Hearing Examiner but will not impose a sanction more severe than that recommended by the Hearing Examiner.

I. Notice Of Determination--Written notice of the Hearing Examiner's findings and recommendation and the Superintendent's determination shall be given to both the school employee and the complainant. Such notice will be delivered in person or by certified mail upon the reaching of a determination by the Superintendent.

J. Appeal To The Board--Either party may, within thirty (30) calendar days following a hearing, appeal the Superintendent's determination to the Board of School Trustees.

1. Such an appeal will:
  - a. Be filed by a written request to the Office of the Superintendent;
  - b. Be delivered in person or by certified mail;
  - c. Be based upon the record, except that new evidence may be admitted to avoid a substantial threat of unfairness;
  - d. The record shall consist of the: (1) charge made by the complainant; (2) notice given by the Hearing Examiner; (3) transcript or tape of the proceedings; (4) Hearing Examiner's findings and recommendations; and (5) determination of the Superintendent.
2. After examining the record and taking new evidence, if any, the Board may deliberate privately upon such record and new evidence to arrive at its decision; such deliberation will be held in the presence only of members in attendance at the appeals proceedings but may be held in the presence of legal counsel who has not previously advised the Hearing Examiner or the Superintendent.
3. Should questions arise during the deliberations of the Board of School Trustees which require additional

evidence, the Board of School Trustees may reopen the hearing to receive additional evidence.

4. The Board of School Trustees may alter the Superintendent's determination by decreasing the penalty if it finds that determination too severe.
5. The final decision of the Board of School Trustees will be delivered in person or by certified mail to the school employee(s) and to the complainant; such determination will be in writing.
6. If the school employee being complained against is a teacher, said teacher may appeal at Level III of Article 3.00 of the MCEA-MCCSC Collective Bargaining Agreement either the determination of the Superintendent or the final action of the Board of School Trustees.

K. Appeal To The Courts--At any time within thirty (30) days after the Board of School Trustees' decision relating to an appeal, either party involved may appeal such determination to the Circuit or Superior Court of Monroe County. Such appeal will be initiated by the filing of a complaint with the appropriate court.

Revised 6/4/87

Adopted by the Board 7/30/87

## **STAFF EVALUATION**

Policy 3220

The purpose of professional staff evaluation for the Monroe County Community School Corporation is to improve the quality of students' learning experiences. This purpose reflects a correlating concern for staff members' growth and development in the profession.

Evaluation consists of a clearly defined set of procedures wherein the individual being evaluated and the ones responsible for evaluation cooperate to achieve specified goals. Taking into consideration existing conditions, it is a process which is done with people, not to them. All certified staff members will be evaluated. Efforts by staff members striving for excellence will be commended and areas for improvement will be accepted as challenges.

Evaluation data will be collected from multiple sources. These data will provide the basis for improving the quality of instruction by determining staff strengths and needs related to existing conditions. These data also provide a source for in-service training, or for changes in assignments. Staff members will have opportunity to use peer help, student evaluation, and attendance at workshops or conferences intended for improvement of performance.

Revised by the Board 10/3/68; Revision Approved by the Board 6/23/77; 8/29/85

## **STAFF EVALUATION**

Guidelines 3220

### I. Principles of Evaluation

- A. Evaluation is a continuous process throughout the school year, and is geared toward the improvement of the professional staff and of the instructional process.
- B. The evaluation process requires a cooperative effort between the evaluator and the evaluatee.
- C. Each staff member needs to know the criteria upon which he will be evaluated. The evaluation of his performance reflects the philosophy of the school.
- D. Staff members may develop personal goals directed toward their own growth within the context of the school program, the students, their backgrounds, teaching and learning materials, and resources available.
- E. By using a combination of evaluative techniques and by involving other persons, mutually agreed upon data can be accumulated which will support the final summary report.
- F. All data collected by evaluators will be made available to the evaluatee.
- G. The professional staff will receive in-service training in the use of evaluation instruments and procedures for self-assessment and evaluative purposes.
- H. An effective evaluation program requires sufficient personnel with adequate training and time to do the job.
- I. The professional staff will have an active role in establishing the evaluative guidelines and procedures for use in the evaluation program.
- J. All certified staff members will be evaluated--teachers, professional service personnel, counselors, heads of departments and units, school administrators and central office administrators.
- K. In-service training will be provided for individual staff members who show definite needs in particular areas.

### II. Participants

- A. Evaluators

The evaluator will be the building principal or the staff member's immediate supervisor; however, traveling teachers will be evaluated in accordance with Article 2.16, Section 4.

B. Those to be evaluated

All teachers, counselors, social workers, school library media specialists, speech pathologists, school psychologists, and occupational therapists/specialists will participate in this Professional Staff Evaluation program. They will follow either (1) the Professional Growth process or (2) the Professional Staff Evaluation Process which will be divided into the COMPLETE evaluation process or the ABBREVIATED evaluation process.

1. Professional Growth Program

Eligibility for the Professional Growth Program is contingent upon applicant's submission of request and the recommendation of supervisor. Participation in the program is continuous unless the supervisor or teacher notifies the other that they will be engaged in the formal Professional Staff evaluation process.

2. Professional Staff Evaluation Process

a. The Complete Evaluation Process

Professional staff members will participate in the COMPLETE evaluation process during their first year, second year and fifth year. Thereafter, the COMPLETE evaluation process will take place every fifth year. However, an individual professional staff member will participate in the COMPLETE evaluation process:

- (1) the first year he is new to a building or department;
- (2) any year that he requests that the COMPLETE process be followed; or
- (3) any year he is requested by the evaluator to participate in the COMPLETE process.

b. The Abbreviated Evaluation Process

All other professional staff members (except those participating in the Professional Growth Program) will participate in the ABBREVIATED evaluation process

III. Mechanics

A.. Professional Growth Program

1. The Professional Growth Program is a process which provides for professional development opportunities for certificated staff in order to meet Corporation and/or site/building goals.
2. Certificated staff members are encouraged to participate in workshops, conferences, travel, college-level training, and curricular experiences which will improve their performances in their assignments and which will relate directly to the specific goals identified.
3. The Staff Development Committee, composed of administrators and teachers, may be involved for professional development activities which are directly related to the goals of the district.

B. Principles of the Professional Growth Program

1. Professional Growth Program is a process in which a staff member collaboratively develops and

implements with the immediate supervisor a plan designed to improve instruction, upgrade skills, increase knowledge, support academic growth, implement new programs, and/or develop materials for instruction. Staff member's individual goals must embody the Corporation goals [www.mccsc.edu – link from 'Administration'].

2. Professional growth is a continuous individual responsibility designed to provide a clear focus on the specific goals identified.
3. Each plan is unique to the staff member and may be facilitated through staff development activities, professional leave opportunities, sabbatical leave opportunities, and curriculum development.
4. The Professional Growth Program is expected to increase teacher performance which promotes student learning, supports staff enthusiasm, allows individuals to be responsible for professional growth, and focuses staff development activities within the boundaries of Corporation and/or site/building goals.

C. Implementing the Professional Growth Program Plan

1. Each participating staff member shall develop a Professional Growth Plan which includes the following elements:
  - a. 1) the statement of individual staff member's goal;  
2) the statement of individual staff member's goal must embody Corporation's goals;
  - b. the specific objectives to be attained;
  - c. the strategies to be utilized;
  - d. the evidence of completion.
2. The written Plan is reviewed by the certificated staff member and the supervisor for adequacy and appropriateness.
3. Impressions of the Professional Growth Program plans will be communicated through the Administrative Council to the central office staff development program.

D. The COMPLETE evaluation process

1. Classroom visitations

Improvement of instruction is a continuous process throughout the school year. Classroom visitations are an essential component of the total evaluative program. Visitation means an in-class observation by the evaluator(s) of the instructional activities of the staff member. A minimum number of 20-minute classroom visitations will be conducted by the evaluator on the following schedule:

- a. All first and second year staff members will have two visitations by November 30 and one additional visitation by March 1.
- b. All other staff members will have one visitation by November 30 and one by March 15.

2. Follow-up reaction and conference
  - a. To make the experience meaningful, the staff member will receive prompt reaction from the

observer regarding the visitation. This reaction may be communicated in one of two ways:

- (1) Written on Form B
- (2) Written in a narrative memorandum

b. These written comments will be used as a basis for a follow-up conference if a conference is requested by either party. If the evaluator recognizes areas of instructional performance which need improvement, he/she will:

- (1) Identify the weakness(es) in writing and discuss it (them) with the staff member during a conference.
- (2) Suggest sources of help such as workshops, supportive aid from administrative staff and of peers, videotaping and analysis, outside expertise, and so forth. The staff member and evaluator will agree on a positive course of action.
- (3) Continue to assess performance through informal observation and conferences.
- (4) Provide staff member with a duplicate copy of all written documents.

3. Mid-Year Conference

Each staff member and evaluator will confer to discuss items of commendation or areas of improvement. These conferences should be held by these dates:

November 30: First and second year staff members  
November 30: All other staff members

The following information will be brought to this conference by the evaluator:

- a. A draft copy of Form C, Staff Member Mid-Year Report
- b. Reactions to classroom observations
- c. Copies of any other documents to be used in the conference

4. Mid-Year Reports

- a. After the final conference, the evaluator will write a final report on Form C, Staff Member Mid-Year Report. Sufficient copies should be made and signed by all parties involved. One copy will be retained by the staff member, one by each administrator involved, and one sent to the Superintendent by January 1, except in cases in which dismissal is contemplated.
- b. The staff member may request that any supportive documents be attached to Form C, Staff Member Mid-Year Report.
- c. Within two weeks staff members not in agreement with this report may:
  - (1) Submit a written rebuttal to be attached to Form C, Staff Member Mid-Year Report.
  - (2) Request a re-evaluation by another qualified evaluator under mutually agreed upon conditions.

- d. All forms retained at the building level may be destroyed each year. The confidential nature of the evaluation will be recognized and respected by all parties.

5. End-of-Year Conference

Each staff member and evaluator will confer in the spring of each year to discuss items of commendation or areas of improvement. These conferences should be held by these dates:

March 1: First and second year staff members  
March 15: All other staff members

The following information will be brought to this conference by the evaluator:

- a. A draft copy of Form D, Staff Member End-of-Year Report
- b. Reactions to classroom observations
- c. Copies of any other documents to be used in the conference

6. End-of-Year Reports

- a. After the final conference, the evaluator will write a final report on Form D, Staff Member End-of-Year Report. Sufficient copies should be made and signed by all parties involved. One copy will be retained by the staff member, one by each administrator involved, and one sent to the Superintendent by April 1, except in cases in which dismissal is contemplated.
- b. The staff member may request that any supportive documents be attached to Form D, Staff Member End-of-Year Report.
- c. Within two weeks staff members not in agreement with this report may:
  - (1) Submit a written rebuttal to be attached to Form D, Staff Member End-of-Year Report.
  - (2) Request a re-evaluation by another qualified evaluator under mutually agreed upon conditions.
- d. All forms retained at the building level may be destroyed each year. The confidential nature of the evaluation will be recognized and respected by all parties.

7. Termination

Anytime a serious documented weakness in instructional performance could lead to a recommendation for dismissal, a written warning will be given to the staff member. All procedures in section 5 above will be meticulously followed.

When a dismissal of a staff member is contemplated as a result of serious documented weakness in instructional performance, the staff member shall be notified prior to March 15th so that re-evaluation can occur as noted on Form D, Staff Member End-of-Year Report.

Should a dismissal occur as result of serious documented weakness in instructional performance, the dismissed staff member shall at his/her option be given a private hearing before the School Board. At such hearing the following rights shall apply:

- (1) To have legal counsel or other representation.

- (2) To present relevant evidence in the staff member's defense.
- (3) To cross-examine adverse witnesses who are presented at the hearing.

Either party may make a transcript or recording of the hearing. The party making such transcript or recording shall bear the initial expense of so doing but shall, upon request and at the expense of the other party, furnish the other party a true, accurate, and complete copy of such transcript or recording.

The determination of fact which results from the hearing shall be based solely upon the evidence presented at such hearing.

#### E. The ABBREVIATED Evaluation Process

##### 1. Classroom visitations

Improvement of instruction is a continuous program throughout the school year. Classroom visitations are an essential component of the total evaluative program. Visitation means an in-class observation by the evaluator(s) of the instructional activities of the staff member. A minimum of two (2) 20-minute classroom visitations will be conducted by the evaluator, one before December 31 and one before March 15.

##### 2. Follow-up reaction and conference

- a. To make the experience meaningful, the staff member will receive prompt reaction from the observer regarding the visitation. This reaction may be communicated in one of two ways:

(1) Written on Form B;

(2) Written in a narrative memorandum.

- b. These written comments will be used as a basis for a follow-up conference if a conference is requested by either party. If the evaluator recognizes areas of instructional performance which need improvement, he/she will:

(1) Identify the weakness(es) in writing and discuss it (them) with the staff member during a conference.

(2) Suggest sources of help such as workshops, supportive aid for administrative staff and of peers, videotaping and analysis, outside expertise, and so forth. The staff member and evaluator will agree on a positive course of action.

(3) Continue to assess performance through observation and conferences.

(4) Provide staff member with a duplicate copy of all written documents.

- c. If serious weaknesses are identified, the complete evaluation process should be initiated at this point.

#### IV. Job Descriptions and Performance Criteria

##### A.. Job descriptions and performance criteria have been written for

1. Teachers
2. School Library Media Specialists
3. Counselors

4. School Social Workers
5. Speech Pathologists
6. School Psychologists
7. Occupational Therapists/Specialists
8. Department Chairperson

B. These documents are included in this guideline as appendices.

V. Forms

A. Two forms have been designed to aid in the implementation of this guideline

1. Form B - Record of Classroom Observation
2. Form C - Staff Member Mid-Year Report
3. Form D - Staff Member End-of-Year Report
4. Form E - Professional Growth Plan Program

B. The forms are included in this guideline as appendices.

Adopted by the Board 10/3/68

Revision Approved by the Board 6/23/77; 11/8/78 (to comply with HB 1108); 6/28/95 (Collective Bargaining)

Revision Approved by the Superintendent 8/29/85; 8/21/07

## **TEACHER JOB DESCRIPTION AND PERFORMANCE CRITERIA**

**Explanation:** The following points are to be utilized as guidelines for improving instruction and as a basis for teacher evaluation.

The indicators provide additional explanation and clarification.

The guidelines are intended to be illustrative rather than exhaustive.

1. **Acquires information from a variety of sources in order to appraise student learning levels, interest and needs.**
  - a) Uses student records professionally
  - b) Consults with parents
  - c) Surveys students as a group, and individually
  - d) Utilizes the services of specialists
2. **Establishes learning objectives consistent with appraisal of student needs, requirements of MCCSC curriculum framework and knowledge of human growth and development.**
  - a) Uses courses of study and curriculum guides currently available in appropriate subject areas to ensure continuity and sequence.
  - b) Establishes objectives for each course unit and instructional activity.
  - c) Maintains balance among various subject areas and within a single discipline.
  - d) Makes provisions relevant to differences in ability, interest, experience, vocational goals, and cultural values.
  - e) Establishes objectives for affective, cognitive, and psychomotor outcomes.
3. **Plans for and uses those instructional methods which motivate and enable each student to achieve learning objectives.**
  - a) Plans learning experiences to meet individual needs based on prior diagnosis.
  - b) Uses various approaches to meet the needs of students.
  - c) Arranges physical equipment to encourage interest and involvement, i.e., seating, interest centers, exhibits, etc.
  - d) Is a good listener and utilizes student responses and feedback to facilitate learning.
  - e) Uses a variety of teaching techniques (e.g., lecture, demonstration, dialogue, simulation, inquiry, discovery, problem-solving), and demonstrates flexibility by responding to immediate needs.
  - f) Provides experiences which help students to become responsible self-directed learners.
  - g) Draws upon student experiences to enrich and give meaning to content.
  - h) Encourages responses above recall and memory.
4. **Plans for and utilizes those available resources which motivate each student to achieve learning objectives.**
  - a) Uses a variety of materials, media, and resources.
  - b) Utilizes appropriate outside resources and helps students use the resources available through the schools and community.
5. **Establishes and maintains the environment required to motivate and enable each student to achieve learning objectives.**
  - a) Creates a stimulating learning atmosphere.
  - b) Creates a feeling of trust and openness with students.
  - c) Encourages student involvement in and understanding of decisions related to their learning and conduct.
  - d) Encourages excellence, commitment and responsibility.
  - e) Fosters a sense of unity within the classroom.
  - f) Manages the classroom in a fair and positive manner, striving toward student self-control.
  - g) Controls physical aspects as far as possible (i.e., lights, ventilation, heat, etc.)

**TEACHER JOB DESCRIPTION AND PERFORMANCE CRITERIA (page 2)**

6. **Identifies areas for growth necessary to maintain or improve effectiveness; acquires appropriate training or information; and demonstrates successful application.**
  - a) Assumes responsibility for professional growth (e.g., in-service, workshops, professional organizations and associations, continuing study, professional conferences, administrative resources, etc.)
  - b) Is knowledgeable and current in subject content and learning processes.
  - c) Communicates clearly and correctly in speech and writing.
7. **Participates in and shares responsibility for the total school program.**
  - a) Establishes and seriously attempts to achieve professional goals.
  - b) Interprets and complies with the policies of the school and of the system.
  - c) Cooperates with requests made by the administration.
  - d) Maintains complete and accurate records as required by law, school policy and administrative regulation.
  - e) Demonstrates responsibility for the use and care of materials.
  - f) Cooperates with certificated staff and other employees.
  - g) Is punctual and regular in attendance to class, required meetings, and assignments.
8. **Establishes relationships with colleagues, students, parents and community which reflect recognition of and respect for every individual.**
  - a) Utilizes such human relations techniques as acceptance, praise, and humor, when warranted.
  - b) Responds positively to challenges and constructive criticism.
  - c) Fosters an open atmosphere in which others feel free to express themselves.
  - d) Listens and responds to the concerns of others.
  - e) Communicates effectively with patrons about the community school system.

## **SCHOOL LIBRARY MEDIA SPECIALIST JOB DESCRIPTION AND PERFORMANCE CRITERIA**

**Explanation:** The following points are to be utilized as guidelines for improving instruction and as a basis for school library media specialist evaluation.

The indicators provide additional explanation and clarification.

The guidelines are intended to be illustrative rather than exhaustive.

1. **Determines the goals and functions of the media program to support the educational objectives of the total building program.**
  - a) Cooperates as a member of the educational team in curriculum development and revision.
  - b) Evaluates current educational trends in developing the media program.
  - c) Develops the objectives of the media program to support the educational objectives of the building.
  - d) Applies local, state and national standards to support the objectives of the media program.
  - e) Determines short-range and long-range goals to develop the media program.
  - f) Implements a continuous evaluation plan to identify the operational strengths and weaknesses of the media program.
  - g) Selects appropriate media and equipment to support the curriculum.
  - h) Coordinates media resources to support methods of instruction and curriculum design.
  - i) Works with parent and community groups in planning and providing additional resources for the media program.
  - j) Utilizes public and university library services and materials.
2. **Motivates and guides students in the development of reading, viewing and listening competencies, including skills, attitudes and appreciation, recognizing individual differences.**
  - a) Gives orientation sessions to inform students of the functions of the media center.
  - b) Instructs students in the use of basic reference tools and techniques.
  - c) Guides reference and research work of individuals and groups.
  - d) Introduces a wide variety of media to students with book talks, story hours, film showings, displays, etc.
  - e) Plans displays and activities in the media center to promote special observances and encourages individual and group student displays in the center.
  - f) Aids students in developing good study and work methods including the abilities for directing their own learning and for thinking critically and independently.
  - g) Promotes and stimulates an interest in and liking for reading so that it becomes a lifetime source of information and pleasure.
  - h) Helps students acquire listening and viewing skills for present and future use.
3. **Works with faculty in the use of media, equipment and services of the media center.**
  - a) Informs faculty of materials, equipment, innovations, research and current developments.
  - b) Assists faculty in implementing innovations in instruction.
  - c) Develops bibliographies for faculty use in the selection of media to meet specific instructional needs.
  - d) Counsels with and gives feedback to faculty concerning student achievement and progress.
  - e) Plans in-service workshops featuring potential uses of media and equipment.
  - f) Arranges preview sessions for evaluation of media and equipment.
  - g) Provides supplementary resources through local production of materials and use of community resources.

**SCHOOL LIBRARY MEDIA SPECIALIST JOB DESCRIPTION AND PERFORMANCE CRITERIA**  
page 2

4. **Establishes and maintains an atmosphere in which staff, faculty, students and other patrons can function at optimum levels.**
  - a) Provides a stimulating learning atmosphere.
  - b) Creates a feeling of trust and openness with students, utilizing human relations techniques of acceptance, praise and humor.
  - c) Listens to and acts upon requests in a manner which encourages inquiry.
  - d) Makes provisions with relevant material for the variety of value systems, culture patterns, and opposing ideas among staff, faculty and students.
  - e) Responds positively to challenges and constructive criticism.
  - f) Demonstrates interest in and enthusiasm for the needs identified by students and faculty.
  - g) Communicates effectively with patrons about the philosophy, goals and programs of the school media program.
5. **Acquires and maintains the media and equipment of the media center.**
  - a) Refers to accepted professional publications for evaluations of media and equipment.
  - b) Follows MCCSC policies and procedures in ordering media and equipment including the observance of stated fiscal limits on expenditure of funds.
  - c) Maintains complete and accurate records of procedures and holdings as required by law, school policy and administration.
  - d) Divides and expends allotted funds to build and maintain a balanced collection both in and between print and non-print media.
  - e) Establishes procedures for preview of media and equipment.
  - f) Writes proposals for the acquisition of local, state and federal funds to support and extend the media program.
  - g) Evaluates existing collection to determine relevancy to teacher and student needs.
  - h) Reviews recommendations to withdraw and discard media.
  - i) Maintains an on-going program of mending and repair of media and equipment.
6. **Plans for effective organization, storage and circulation of media and equipment.**
  - a) Organizes media following accepted standard guidelines for cataloging, classification and indexing.
  - b) Arranges materials in a logical fashion and makes them easily accessible.
  - c) Arranges physical facilities to encourage interest and use.
  - d) Establishes practical and effective routines for circulation of media and equipment.
7. **Supervises the supporting staff (including paraprofessionals, student aides and volunteers) of the library media center.**
  - a) Coordinates roles of all the staff of the media center.
  - b) Designates duties and arranges schedules of the staff.
  - c) Trains the staff, serving as instructor for student teachers and practice workers.
  - d) Evaluates job performance of the media center staff.
8. **Identifies areas for growth necessary to maintain or improve effectiveness, acquires appropriate training or information, and demonstrates successful application.**
  - a) Assumes responsibility for professional growth (e.g., in-service, workshops, professional organizations and associations, continuing study, professional conferences, administrative resources, etc.)
  - b) Is knowledgeable and up-to-date in subject content and learning processes.
  - c) Communicates clearly and effectively in speech and writing.

## **MIDDLE/HIGH SCHOOL COUNSELOR**

**Explanation:** The following points are to be utilized as guidelines for improving instruction and as a basis for counselor evaluation.

The indicators provide additional explanation and clarification.

The guidelines are intended to be illustrative rather than exhaustive.

1. **Assists in the establishment of guidance objectives which are consistent with appraisal of student needs, requirements of MCCSC policy, and knowledge of human growth and development.**
  - a) Provides counseling, consultation, and/or other guidance services to ensure continuity and sequence.
  - b) Fosters the recognition by students, teachers, parents, and administration of differences in ability, interest, experience, career goals, and cultural values.
  - c) Encourages the development of an educational environment in which students with differences may maximize their learning.
  - d) Assists in humanizing the educational process.
2. **Assists in acquiring information from a variety of sources in order to assist in appraising student learning levels, interests, and needs.**
  - a). Uses student records professionally.
  - b). Consults with parents and teachers.
  - c) Utilizes appropriate tests.
  - d) Surveys students as a group and individually.
  - e) Utilizes the services of other specialists.
3. **Uses guidance and counseling techniques which motivate and enable each student to achieve his/her objectives.**
  - a) Plans guidance experiences to meet individual needs.
  - b) Uses various approaches to meet the needs of students.
  - c) Arranges physical equipment to encourage interest in involvement, e.g., seating, interest centers, exhibits.
  - d) Listens well and utilizes student responses and feedback to facilitate problem solving, value clarification, awareness of interpersonal relations, etc.
  - e) Uses a variety of guidance
  - f) Helps students become responsible and self-directed.
4. **Utilizes those available resources which motivate students to set goals, make plans, and implement their obtainment.**
  - a) Uses a variety of materials, media and resources.
  - b) Utilizes appropriate outside resources.
  - c) Helps others use the resources available through the schools and community.
5. **Assists in establishing an environment where students can be motivated and enabled to progress toward their goals.**
  - a) Creates a stimulating guidance and counseling atmosphere.
  - b) Creates a feeling of trust and openness with students.
  - c) Encourages student involvement in and understanding of decisions related to their learning and conduct.
  - d) Encourages commitment and responsibility on the part of the student.

**MIDDLE/HIGH SCHOOL COUNSELOR - Page 2**

6. **Identifies areas for professional growth (e.g., in-service, workshops, professional organizations and associations, continuing study, professional conferences, administrative resources).**
  - a) Assumes responsibility for professional growth (e.g., in-service, workshops, professional organizations and associations, continuing study, professional conferences, administrative resources).
  - b) Is knowledgeable and current in guidance and counseling processes.
  - c) Communicates clearly and correctly in speech and writing.
7. **Participates in and shares responsibility for the total school program.**
  - a) Interprets and complies with the policies of the school and of the school system.
  - b) Seeks opportunity and makes recommendations for positive changes.
  - c) Demonstrates an attitude of cooperation.
  - d) Supervises and maintains complete and accurate records as required by law and school policy.
  - e) Demonstrates responsibility for the use and care of materials.
  - f) Attends required meetings regularly and completes assignments punctually.
  - g) Advises the principal of circumstances which would adversely affect or disrupt the educational process in the building or which would pose threats to health or safety of students.
8. **Establishes relationships with colleagues, parents, students, and other community people which reflect recognition of and respect for every individual.**
  - a) Responds positively to challenges and constructive criticism.
  - b) Fosters an open atmosphere to which others feel free to express themselves.
  - c) Listens and responds to the concerns of others.
  - d) Communicates effectively with patrons about the community school system.

Adopted 5/20/68

Revised 8/10/77; 11/20/78; 10/28/80; 9/1/81

## **SCHOOL SOCIAL WORKER**

**Explanation:** The following points are to be utilized as guidelines for improving instruction and as a basis for the school social worker evaluation.

The indicators provide additional explanation and clarification.

These guidelines are intended to be illustrative rather than exhaustive.

### **I. Social Work – Attendance Effectiveness**

- A. Shows consistent growth in social work-attendance techniques including:
  - 1) The use of relationship,
  - 2) Interviewing skill,
  - 3) Diagnosis and planning for immediate and future school experiences,
  - 4) Social Services.
- B. Is skillful in developing a professional relationship:
  - 1) With the child, involving him in working on his problem to the degree that is appropriate and possible,
  - 2) With the parent, which will contribute to helping him assume appropriate responsibility for the child's educational development.
- C. Has ability to make constructive use of community resources:
  - 1) For direct service to children and their families,
  - 2) For furthering the broad coordination of efforts of school and other community resources.

### **II. Human Relations**

- A. Is open-minded, objective and able to accept others as they are regardless of differences.
- B. Maintains a courteous, cooperative, harmonious and professional relationship with colleagues and others in the school setting which fosters recognition and respect for every individual.
- C. Accepts group decisions.
- D. Cooperates in sharing facilities, equipment and supplies.
- E. Accepts constructive criticism and guidance designed to improve effectiveness of social services.
- F. Is effective in interdisciplinary relationships within the school setting.
- G. Communicates effectively with patrons about the community school system.

### **III. Personal Characteristics**

- A. Presents a neat and appropriate appearance.
- B. Is punctual, trustworthy, and reliable in meeting professional obligations.
- C. Makes efficient use of time.
- D. Has a sense of humor and has a pleasant outlook.
- E. Uses tact and diplomacy.
- F. Is well-poised and is self-confident.
- G. Has facility to adjust to changing conditions.
- H. Demonstrates a capacity for leadership.
- I. Has sufficient vitality and good health to perform responsibilities.
- J. Demonstrates cooperativeness in working productively with others toward a common objective.

**SCHOOL SOCIAL WORKER - page 2**

**IV. Professional Qualifications**

- A. Shows a genuine interest in social work.
- B. Is sincere and dedicated to the profession and is willing to accept the responsibilities of the profession.
- C. Has adequate professional training for social work assignment.
- D. Has a thorough knowledge of principles and methods of social work.
- E. Keeps abreast of new developments.
- F. Has taken advantage of in-service training programs as available.
- G. Observes a professional code of ethics.
- H. Observes school policies and procedures.

**V. Service to the School System Through Social Services**

- A. Demonstrates concern and interest for the programs of the Monroe County Community School Corporation beyond his/her social work responsibilities.
- B. Complies and interprets policies of the school system.
- C. Offers constructive suggestions for service and program improvement within the schools.
- D. Serves on committees and other professional groups designed to improve the educational program.
- E. Understands the social work assignment in relation to the entire school.

**VI. Management of the Social Work - Attendance Assignment**

- A. Is ethical in the use of records and information.
- B. Establishes priorities and follows through by planning and organizing work load carefully.
- C. Is accurate and prompt in completing school records, reports and clerical work as required by law, school policy, and administrative guidelines.
- D. Is able to participate in, and thereby profit from, professional supervision which includes examination of:
  - 1) Social work skills,
  - 2) Decisions and judgments,
  - 3) Organization of work,
  - 4) Use of time.

## **SCHOOL PSYCHOLOGIST**

**Explanation:** The following points are to be utilized as guidelines for improving instruction and as a basis for the school psychologist evaluation.

The indicators provide additional explanation and clarification.

These guidelines are intended to be illustrative rather than exhaustive.

1. Conducts study of pupils to determine their needs through individual and group procedures which includes: maintenance of referral; record keeping and reporting systems; use of formal and informal assessment instruments; individual and group observations; review of developmental histories; and conferencing with staff, parents, etc.
2. Strives to develop, implement and follow-up psycho-education intervention programs.
3. Provides individual/group counseling and consulting services to staff and parents.
4. Provides, develops and/or participates in formal in-service training programs, serves on formal and informal committees involving system-wide programs, and shares in responsibility for developing, coordinating and supervising system-wide preventive and remedial mental health programs.
5. Supervises and/or provides for supervised school psychology internships and practicum experiences for university students in the area of psychological assessment.
6. Assumes responsibility for ordering and maintaining assessment materials and office supplies.
7. Communicates with and interacts with community agencies, both within and without the school as an active participant, consultant, speaker or referee.
8. Keeps abreast of current psychological literature and assessment techniques and attends professional meetings at local, state and national levels.
9. Determines the needs of pupils through individual evaluation.
10. Provides direct services to students (counseling, therapy) and recommends appropriate services, in view of the expertise of staff, in the student's IEP
11. Consults with teachers regarding appropriate instructional and behavioral interventions.

Adopted 7/4/75

Revised 1/11/83; 8/21/07

## **OCCUPATIONAL THERAPIST/SPECIALIST**

**Explanation:** Occupational therapy is supplementary to a student's instructional program. It is provided to students who require it in order to benefit from special education services. Occupational therapy practitioners, in collaboration with a trans-disciplinary team, emphasize high expectations and standards for students with disabilities through a strong commitment to each student's educational goals.

The following points are to be utilized as guidelines for improving instruction and as a basis for the occupational therapist/specialist evaluation.

The indicators provide additional explanation and clarification.

These guidelines are intended to be illustrative rather than exhaustive.

1. Extends the application of specific therapeutic techniques beyond the traditional medical model approach and adapts them to meet the needs of the child in the context of the school environment.
2. Directs the focus of intervention away from achieving isolated motor skills that are practiced in one-on-one therapy outside the classroom and toward the achievement of functional tasks required to participate and benefit from special education services.
3. Provides consultation so that a teacher or paraprofessional can more effectively implement strategies to improve the child's motor skills that relate to educational needs. [Many routine classroom activities directed by teachers and paraprofessionals help develop a young child's fine and gross motor skills (cutting with scissors, playing games with balls or bean bags, drawing, etc.).]
4. Collaborates with teachers to develop more effective functional strategies that all the staff facilitates during the course of a child's day.
5. Provides direct therapy in order to implement the IEP goals and objectives when needed because of the level of expertise required.
6. Encourages parents to seek clinically based therapy if the child's need for therapy extends beyond the child's educational goals and into the medical realm. [This is a decision for the parents to make with medical professionals.]

Legal Ref: Art 7 511 IAC 7-28-1

Approved 8/21/07

## **DEPARTMENT CHAIRPERSON**

### **QUALIFICATIONS:**

- Master's Degree preferred
- A valid Indiana teaching certificate
- Successful teaching experience in the field of assigned responsibility

### **REPORTS TO:**

- Principal

### **POSITION GOAL:**

- (1) To promote and improve the instructional program within the department by working with and through the staff in the department.
- (2) To aid in the day-to-day operation of instruction in the department.

### **PERFORMANCE RESPONSIBILITIES**

#### Material Selection

- 1. Provides leadership in selection and use of texts, materials, supplies, equipment, and instructional aids (including audio-visual materials).

#### Inventory

- 2. Maintains an inventory of departmental books, supplies, and equipment and submits requisitions to the principal.

#### New Employees

- 3. Participates in screening interviews for the employment of new staff in the department when possible.

#### Staff Assignment

- 4. Consults with the principal in the matters of staff utilization and assignments following departmental discussions.

#### Instructional Funds

- 5. Oversees the proper handling of departmental instructional funds.

#### Student Teachers

- 6. Recommends to the principal the assignment of student teachers.

#### Equipment Maintenance

- 7. Encourages and oversees departmental members in maintaining equipment and facilities.

#### Orientation

- 8. Assists teachers in orientation as to subject matter, procedure, and policies within the department and throughout the school and school corporation.

#### Consultant

- 9. Serves as a consultant to the principal in matters pertaining to school and corporation policy.

#### Leadership

- 10. Strives to keep department members and administrators aware of current methods, trends, and materials in area of assigned responsibility.

**DEPARTMENT CHAIRPERSON – page 2**

Curriculum Evaluation

11. Develops, evaluates, and revises curriculum with department members in cooperation with curriculum committees, principals, and central office personnel.

Substitute Teachers

12. Arranges for lesson plans and teaching materials for substitute teachers when necessary and makes recommendations concerning substitute teachers on behalf of the department.

Department Meetings

13. Schedules and conducts departmental meetings.

Liaison

14. Serves as a liaison person between principals, counselors, students, and other departments to teachers in the department.

Public Relations

15. Acts as a public relations agent to interpret the program to students, administration, faculty, parents, and community as the need may arise.

Other

16. Performs such other duties as may be assigned by the Principal.

Adopted 7/24/75

Revised 9/1/81; 1/12/87; 8/21/07

**FORM B  
PROFESSIONAL STAFF EVALUATION**

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

**RECORD OF CLASSROOM OBSERVATION**

*To be filled out in DUPLICATE by individuals observing 20 minutes or more of class activity.*

*To be reviewed and signed by teacher, returning one copy to the observer.*

DATE \_\_\_\_\_ OBS. FROM (TIME) \_\_\_\_\_ TO \_\_\_\_\_ TOTAL OBS. TIME \_\_\_\_\_ MINS.

TEACHER \_\_\_\_\_ GRADE/SUBJECT \_\_\_\_\_

SCHOOL \_\_\_\_\_ CLASS SIZE \_\_\_\_\_

INSTRUCTIONAL ACTIVITY:

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The following observations are based upon those items (2, 3, 4 & 6) in the MCCSC Teacher Job Description and Performance Criteria which relate directly to classroom performance. They are offered as evaluative comment for the purpose of your professional growth and improvement.

1. With regard to the apparent lesson objectives:

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2. With regard to the instructional methods employed:

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3. With regard to the learning resources utilized:

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INST/GP-18 [ref: policy 3220]

(June 1977)

- over -

PROFESSIONAL STAFF EVALUATION - FORM B - Page 2

4. With regard to the classroom environment and management:

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5. The most commendable aspects of the activity observed were:

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6. The aspects of some concern in the activity observed were:

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7. Summary comments:

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Date: \_\_\_\_\_

Observer's Signature: \_\_\_\_\_

Observer's Printed Name: \_\_\_\_\_

Teacher Response (optional): \_\_\_\_\_

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Date: \_\_\_\_\_ Teacher's Signature: \_\_\_\_\_

INST/GP-18 [ref: policy 3220]  
(June 1977)

**FORM C  
PROFESSIONAL STAFF EVALUATION**

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

**STAFF MEMBER MID-YEAR REPORT**

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

PRESENT ASSIGNMENT \_\_\_\_\_ TOTAL YEARS EXPERIENCE \_\_\_\_\_ TOTAL YEARS IN MCCSC \_\_\_\_\_

TOTAL YEARS IN PRESENT ASSIGNMENT \_\_\_\_\_

---

THIS FORM IS BEING USED FOR THE PURPOSE OF:       STAFF MEMBER SELF-EVALUATION  
     DRAFT OF REPORT BY ADMINISTRATOR FOR USE IN CONFERENCE  
     MID-YEAR REPORT

DIRECTIONS:      IN COMPLETING THIS EVALUATION FORM, THE EVALUATOR SHALL COMMENT DESCRIPTIVELY IN THE AREAS OF STRENGTH AND IMPROVEMENT. TO ASSIST THE EVALUATION, THE VARIOUS MCCSC JOB DESCRIPTIONS AND PERFORMANCE CRITERIA MAY BE USED AS INDICATORS.

---

This evaluation reflects visitations on these dates: \_\_\_\_\_

This evaluation reflects conferences on these dates: \_\_\_\_\_

**NOTABLE STRENGTHS:**

**IMPROVEMENT NEEDED AND RECOMMENDATIONS:**

**AT THIS TIME, I BELIEVE THIS STAFF MEMBER:**

MEETS EXPECTATIONS  
 NEEDS IMPROVEMENT

*Signatures may not necessarily reflect agreement, but they should reflect awareness of the content of this report.*

---

Evaluator \_\_\_\_\_ Staff Member \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** Within TWO WEEKS staff members NOT in agreement with this report may submit a written rebuttal to be attached to Form C, Staff Member Mid-Year Report.

INST/GP-20 [ref: policy 3220]  
(August 2007)

**FORM D  
PROFESSIONAL STAFF EVALUATION**

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

**STAFF MEMBER END-OF-YEAR REPORT**

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

PRESENT ASSIGNMENT \_\_\_\_\_ TOTAL YEARS EXPERIENCE \_\_\_\_\_ TOTAL YEARS IN MCCSC \_\_\_\_\_

TOTAL YEARS IN PRESENT ASSIGNMENT \_\_\_\_\_

---

THIS FORM IS BEING USED FOR THE PURPOSE OF: \_\_\_\_\_ STAFF MEMBER SELF-EVALUATION  
\_\_\_\_\_ DRAFT OF REPORT BY ADMINISTRATOR FOR USE IN CONFERENCE  
\_\_\_\_\_ FINAL END-OF-YEAR REPORT

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DIRECTIONS: IN COMPLETING THIS EVALUATION FORM, THE EVALUATOR SHALL COMMENT DESCRIPTIVELY IN THE AREAS OF STRENGTH AND IMPROVEMENT. TO ASSIST THE EVALUATION, THE VARIOUS MCCSC JOB DESCRIPTIONS AND PERFORMANCE CRITERIA MAY BE USED AS INDICATORS.

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This evaluation reflects visitations on these dates: \_\_\_\_\_

This evaluation reflects conferences on these dates: \_\_\_\_\_

**NOTABLE STRENGTHS:**

**IMPROVEMENT NEEDED AND RECOMMENDATIONS:**

**I RECOMMEND THIS STAFF MEMBER FOR:**

\_\_\_\_\_ CONTRACT RENEWAL IN CURRENT ASSIGNMENT  
\_\_\_\_\_ CONTRACT RENEWAL WITH RE-ASSIGNMENT TO \_\_\_\_\_  
\_\_\_\_\_ CONTRACT TERMINATION

*Signatures may not necessarily reflect agreement, but they should reflect awareness of the content of this report.*

---

Evaluator

Staff Member

Date

**NOTE:** Within TWO WEEKS staff members NOT in agreement with this report may:

1. Submit a written rebuttal to be attached to Form D, Staff Member End-of-Year Report.
2. Request a re-evaluation by another qualified evaluator under mutually agreed upon conditions.

INST/GP-20 [ref: policy 3220]  
(March 2000)

**FORM E  
PROFESSIONAL STAFF EVALUATION**

MONROE COUNTY COMMUNITY SCHOOL CORPORATION

**PROFESSIONAL GROWTH PLAN**

NAME \_\_\_\_\_ SCHOOL \_\_\_\_\_

PRESENT ASSIGNMENT \_\_\_\_\_ TOTAL YEARS EXPERIENCE \_\_\_\_\_ TOTAL YEARS IN MCCSC \_\_\_\_\_

TOTAL YEARS IN PRESENT ASSIGNMENT \_\_\_\_\_

---

**STATEMENT OF INDIVIDUAL STAFF MEMBER'S GOAL.**

**SPECIFIC OBJECTIVES TO BE OBTAINED.**

**STRATEGIES TO BE UTILIZED.**

**SPECIFIC TIMELINE.**

**EVIDENCE OF COMPLETION.**

**On Completion of Cycle, Submit Appropriate Documentation.**

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SUPERVISOR

STAFF MEMBER

DATE

INST/GP- [ref: policy 3220]  
(Feb. 1995)

- over -

Monroe County Community School Corporation

**PROFESSIONAL GROWTH PROGRAM**

**PRINCIPLES:**

- Professional Growth Program is a process in which a staff member collaboratively develops and implements with the immediate supervisor a plan designed to improve instruction, upgrade skills, increase knowledge, support academic growth, implement new programs, and/or develop materials for instruction. Staff member's individual goals must embody the Corporation goals.
- Professional growth is a continuous individual responsibility designed to provide a clear focus on the specific goals identified.
- Each plan is unique to the staff member and may be facilitated through staff development activities, professional leave opportunities, sabbatical leave opportunities, and curriculum development.
- The Professional Growth Program is expected to increase teacher performance which promotes student learning, supports staff enthusiasm, allows individuals to be responsible for professional growth, and focuses staff development activities within the boundaries of Corporation and/or site/building goals.

**MECHANICS:**

- The Professional Growth Program is a process which provides for professional development opportunities for certificated staff in order to meet Corporation and/or site/building goals.
- Certificated staff members are encouraged to participate in workshops, conferences, travel, college-level training, and curricular experiences which will improve their performances in their assignments and which will relate directly to the specific goals identified.
- The Staff Development Committee, composed of administrators and teachers, may be involved for professional development activities which are directly related to the goals of the district.

## **GUIDELINES FOR ELEMENTARY SPLIT CLASSES**

**Revised - April, 1987**

1. Principals and all elementary teachers affected by potential split classes will meet to establish guidelines for setting up those classes in each building. Ideally this should take place in the spring, prior to the start of school. It is understood, however, that the various limitations established by these guidelines are tentative and will be finalized after fall enrollment. Although individual implementation decisions should be agreed upon by this group in each school, issues discussed should include, but not be limited to the following:
  - a. Limits to class size (in and out of split classes);
  - b. Nature of the students assigned to the class should be considered; no student whose circumstances require an inordinate amount of the teacher's time should normally be assigned to a split class, i.e., retainees, etc.;
  - c. Consideration should be given to foreign students and special education students;
  - d. Balance the number in each grade level;
  - e. Consider what provisions will be made for late entering students.

**NOTE:** While all of the above are important, it is understood that it may be difficult or impossible to achieve the optimal goals in some instances.

In final analysis, it is understood that the principal must assume responsibility for all decisions in the school, and questions concerning student placement will be directed to him.

2. The following items should be considered when making teacher assignments and pupil placements to split classes:
  - a. First year teachers should not be assigned to a split class;
  - b. A child should not be assigned to a split class for more than two consecutive years;
  - c. A teacher should not be assigned to a split class for more than two consecutive years; this does not preclude volunteers.

**NOTE:** It is understood that the size of any given school may interfere with the full implementation of these items.

3. Opportunities will be provided for first-time teachers of split classes and others, with the approval of the Assistant Superintendent of Instruction, to meet during the summer months under the direction of the Assistant Superintendent of Instruction to develop strategies for the management of curriculum and instruction in the split class setting.
4. Principals in buildings with split-class assignments may develop an experienced first-time teacher partnership for such purpose as giving the first-time teacher an experienced peer to whom he may turn during the course of the school year.
5. Opportunities for in-service training will be provided for teachers of split classes so that they may discuss problems and solutions of mutual concern. These sessions should be organized and under the direction of the Assistant Superintendent of Instruction and the In-service Coordinator. Four (4) half days release time is recommended for this purpose.
6. Each teacher of a split class will have access to a pool of money equal to \$150 per split class teacher. Said pool, monitored by the Assistant Superintendent of Instruction or designee, will be made available from the MCCSC budget for the purpose of instructional materials, travel, or expenses germane to a split class program.

7. A substitute teacher will be provided for teachers of split classes for such purposes as releasing them to do standardized testing accompanying their classes to middle school orientation, or other activities approved by the Assistant Superintendent of Instruction.

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